

ALPINE CITY
ESCROW BOND RELEASE FORM
Bond Release #3

BOND HOLDER

Thru Period Ending: May 31, 2026

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%	95.0%	\$ -
Testing	1	LS @	\$350.00	\$350.00	0.0%	95.0%	\$ -
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%	95.0%	\$ -
Testing	1	LS @	\$350.00	\$350.00	0.0%	95.0%	\$ -
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	0.0%	95.0%	\$ -
2' Curb and Gutter	55	LF @	\$16.50	\$907.50	0.0%	95.0%	\$ -
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	0.0%	95.0%	\$ -
Place and compact fill for trail grade	4,285	CY @	\$3.50	\$14,997.50	50.0%	50.0%	\$ 7,498.75
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	0.0%	74.6%	\$ -
Asphalt Testing	1	LS @	\$3,500.00	\$3,500.00	0.0%	95.0%	\$ -
Rock Retaining Walls	3250	SF @	\$25.00	\$81,250.00	50.0%	50.0%	\$ 40,625.00
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	Previously Released: \$	290,937.64
10% Warranty Amount	\$	42,430.73		
TOTAL BOND AMOUNT	\$	466,737.98	This Release: \$	48,123.75
<i>Total Released to Date</i>	\$	339,061.39		
TOTAL BOND REMAINING	\$	127,676.59		

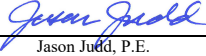
At the discretion of the city, up to 95% of the Base Bid Total may be released as partial payments and 100% of the Base Bid Total will be released at final inspection. The 10% Warranty Amount will be held for the one year warranty period.

Chris Haertel
Developer

Date

Carla Merrill
Mayor

Date


Jason Judd, P.E.
City Engineer

6/4/2026
Date

City Council
(by DeAnn Perry - City Recorder)

Date

ALPINE CITY
BOND RELEASE FORM
 Bond Release 7

BOND HOLDER

Thru Period Ending: March 30, 2026

FORT CREEK LANDING

Location: Northern Whitty Woodlands Drive

Description	Quantity	Units	Unit Price	Total Cost	% Completed This Period**	% Completed To Date**	Total This Period
SITE WORK Grubbing of Utility Work Areas	181910	SF @	\$ 0.27	\$ 49,500.00	5.0%	100.00%	\$ 2,475.00
SITE WORK Export of Grubbed Materials	2130	SF @	\$ 24.19	\$ 51,531.70	5.0%	100.00%	\$ 2,576.59
SITE WORK Removal of Trees in work area	1	LS @	\$ 13,750.00	\$ 13,750.00	5.0%	100.00%	\$ 687.50
SITE WORK Construction of 20' pond access road	1	LS @	\$ 12,100.00	\$ 12,100.00	5.0%	100.00%	\$ 605.00
SITE WORK Construction of rock retaining wall	150	SF @	\$ 87.30	\$ 13,095.50	5.0%	100.00%	\$ 654.78
SITE WORK Shape retention pond and spill way	1	LS @	\$ 9,500.00	\$ 9,500.00	19.0%	100.00%	\$ 1,805.00
SITE WORK Construction of Storm Drain Channel with Rip Rap	1	LS @	\$ 12,936.00	\$ 12,936.00	80.0%	100.00%	\$ 10,348.80
SITE WORK Subgrade site to proposed contour elevations and haul excess	4360	CY @	\$ 29.14	\$ 127,072.00	5.0%	100.00%	\$ 6,353.60
SEWER 8" PVC SDR 35 Sewer Main ¹	250	LF @	\$ 110.00	\$ 27,500.00	5.0%	100.00%	\$ 1,375.00
SEWER 48" Sanitary Sewer Manhole	3	EACH @	\$ 7,500.00	\$ 22,500.00	5.0%	100.00%	\$ 1,125.00
SEWER 4" PVC Sanitary Sewer Lateral	198	EACH @	\$ 52.80	\$ 10,453.41	5.0%	100.00%	\$ 522.67
CUL-WTR 8" PVC C900 DR18 Culinary Waterline ¹	775	LF @	\$ 106.73	\$ 82,719.00	5.0%	100.00%	\$ 4,135.95
CUL-WTR 1" CTS Poly Culinary Services	3	EACH @	\$ 3,500.00	\$ 10,500.00	5.0%	100.00%	\$ 525.00
CUL-WTR Fire Hydrant and Valve	1	EACH @	\$ 6,500.00	\$ 6,500.00	5.0%	100.00%	\$ 325.00
SEC-WTR 6" PVC C900 DR18 Pressurized Irrigation Line ¹	721	LF @	\$ 104.92	\$ 75,649.50	5.0%	100.00%	\$ 3,782.48
SEC-WTR 1" PI Service	3	EACH @	\$ 4,500.00	\$ 13,500.00	5.0%	100.00%	\$ 675.00
STORM Install 36" RCP Pipe ¹	715	LF @	\$ 142.27	\$ 101,722.00	5.0%	100.00%	\$ 5,086.10
STORM Install 15" RCP Pipe ¹	251	LF @	\$ 105.50	\$ 26,355.00	5.0%	100.00%	\$ 1,317.75
STORM 60" Storm Drain Manhole	4	EACH @	\$ 7,500.00	\$ 30,000.00	5.0%	100.00%	\$ 1,500.00
STORM Storm Drain Catch Basin complete	2	EACH @	\$ 3,800.00	\$ 7,600.00	5.0%	100.00%	\$ 380.00
CONCRETE 24" Curb and Gutter APWA Type A	1	LS @	\$ 40,000.00	\$ 40,000.00	5.0%	100.00%	\$ 2,000.00
CONCRETE Concrete Sidewalk (4' Wide X 5" Thick)	1	LS @	\$ 40,000.00	\$ 40,000.00	25.0%	100.00%	\$ 10,000.00
MAIN-ST Connection of Water and Irrigation to mains in Main Street	1	LS @	\$ 20,100.00	\$ 20,100.00	5.0%	100.00%	\$ 1,005.00
MAIN-ST Asphalt T-Patch	1	LS @	\$ 3,800.00	\$ 3,800.00	5.0%	100.00%	\$ 190.00
MAIN-ST Traffic Control	1	LS @	\$ 2,500.00	\$ 2,500.00	5.0%	100.00%	\$ 125.00
ASPHALT 3" Hot Mix Asphalt ²	12200	SF @	\$ 1.19	\$ 14,518.00	-95.0%	100.00%	\$ (13,792.10)
ASPHALT 8" Road Base	12200	SF @	\$ 1.92	\$ 23,424.00	5.0%	100.00%	\$ 1,171.20
SWPPP SWPPP Package ³	1	LS @	\$ 7,562.50	\$ 7,562.50	11.0%	100.00%	\$ 831.88
MISC Remove Existing Septic System	1	LS @	\$ 8,085.00	\$ 8,085.00	5.0%	100.00%	\$ 404.25
MISC Pipe Sleeving Under Creek Beds	1	LS @	\$ 25,080.00	\$ 25,080.00	5.0%	100.00%	\$ 1,254.00
MISC Additional Asphalt Work - Main St.	1	LS @	\$ 37,912.16	\$ 37,912.16	5.0%	100.00%	\$ 1,895.61
MISC Lot 2 changes with pipes	1	LS @	\$ 76,065.00	\$ 76,065.00	5.0%	100.00%	\$ 3,803.25
MISC Additional work in Main St.	1	LS @	\$ 31,955.00	\$ 31,955.00	5.0%	100.00%	\$ 1,597.75
MISC Management ⁴	1	LS @	\$ 35,000.00	\$ 35,000.00	11.0%	100.00%	\$ 3,850.00
MISC Profit and Overhead ⁴	1	LS @	\$ 41,173.50	\$ 41,173.50	9.1%	100.00%	\$ 3,755.20
MISC Street Signs	3	EACH @	\$ 1,800.00	\$ 5,400.00	100.0%	100.00%	\$ 5,400.00
MISC Mail Box and Pad, Per Postmaster	1	EACH @	\$ 4,000.00	\$ 4,000.00	100.0%	100.00%	\$ 4,000.00

¹Cleaning, testing, valves, bends, tees, bedding, connecting to existing and all appertenances included

²Asphalt work to included concrete collars, valve boxes, and all associated appertenances

³SWPPP Package includes, but is not limited to, all items shown on the construction documents related to SWPPP and all appertenances

⁴These items are typically mixed into all line items. These will be released as a percentage of the job completed

BASE BID TOTAL	\$	1,121,059.27	Previously Released:	\$	1,053,262.24
10% Warranty Amount	\$	112,105.93			
TOTAL BOND AMOUNT	\$	1,233,165.20	This Release:	\$	179,902.96
Total Released to Date	\$	1,233,165.20			
TOTAL BOND REMAINING	\$	-			

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.

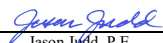

 Brian Hansen
 Developer

June 4, 2026

Date

 Carla Merrill
 Mayor

Date


 Jason Judd, P.E.
 City Engineer

5/21/2026

Date

 City Council
 (by DeAnn Parry - City Recorder)

Date

ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution R2026-24 – Adopting the Certified Tax Rate for 2026

FOR CONSIDERATION ON: 9 June 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Adopt the certified tax rate for 2026

BACKGROUND INFORMATION:

The City is required to adopt the certified tax rate (or an adjusted rate) each year. The Utah State Tax Commission publishes the rate that will maintain the same property tax for the City, in addition to new growth. The City is required to adopt a tax rate by June 22, if no property tax increase is proposed.

The Utah County Auditor's office has provided the required information to the State Tax Commission to allow tax rates to be calculated. With our regular city council meeting schedule, we face the challenge each year of receiving our rate prior to our first meeting in June and adopting the rate by June 22, which is the day before our second meeting in June this year. As of Friday afternoon, we have not received the certified tax rate for 2026, however we anticipate receiving it by our June 9 city council meeting. The following blanks will be filled in when the information is received:

The certified tax rate for 2026 is _____ which will provide property tax revenue in the amount of \$ _____. This provides an increase in property revenue of approximately \$ _____ due to new growth. The tax rate for last year was 0.001201.

Included in the packet is a spreadsheet showing the value of new growth that was submitted by Utah County to the Utah State Tax Commission for the new growth increase in property tax revenue. For Alpine City, the new growth value was \$35,071,198.

STAFF RECOMMENDATION:

Approve Resolution R2026-24 adopting the 2026 certified tax rate at _____, as part of the consent calendar.

SAMPLE MOTION TO APPROVE:

I move to approve Resolution R2026-24 adopting the 2026 certified tax rate at _____, as part of the consent calendar.

ALPINE CITY

RESOLUTION NO. R2026-24

**A RESOLUTION DETERMINING THE RATE OF TAX FOR THE 2026/2027 TAX YEAR AND
LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN ALPINE CITY, UTAH**

WHEREAS, the Municipal Council of Alpine City must adopt the certified tax rate in conjunction with the adoption of the fiscal budget on an annual basis; and

WHEREAS, the requisite public notices and hearings have been published and conducted; and

WHEREAS, the certified tax rate must be established on or before the 22nd day of June of each year.

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

**SECTION I
TAX RATE AND LEVY**

A. For the purpose of defraying the necessary and proper expenses of Alpine City and for maintaining the government thereof, it is hereby determined that the rate of the general property tax to be levied against all real and personal property within Alpine City made taxable by law for the Fiscal Year 2026/2027 is hereby set at _____ for the General Fund for a total levy of \$ _____ at which does not exceed the certified rate determined by the Utah County Auditor's Office.

B. There is hereby levied upon all real and personal property within Alpine City made taxable by law in the Fiscal Year 2026/2027, for the fiscal year of Alpine City ending June 30, 2027, the tax rate set forth above, on the taxable value of said property, to provide revenue for Alpine City General Fund for general City purposes.

C. As required by law, the rate hereinabove determined and levied, along with all statements and information required by law, shall be reported to the Utah County Auditor, State of Utah, and the Utah State Tax Commission.

D. It is understood that the Utah County Auditor may re-submit a reissued certified tax rate because of administrative error which may require the re-adoption of the certified tax rate. Such is the intent of the Council.

**SECTION II
SEVERABILITY**

If any provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**SECTION III
EFFECTIVE DATE**

This Resolution shall take effect immediately upon posting, as required by law, deposited and recorded in the office of the City Recorder, and accepted as required herein.

ADOPTED by the City Council of Alpine City, Utah this 9th day of June, 2026.

ALPINE CITY COUNCIL

By: _____
Carla Merrill, Mayor

[SEAL]

VOTING:

Jessica Smuin	Yea	___	Nay	___	Absent	___
Brent Rummler	Yea	___	Nay	___	Absent	___
Chrissy Hannemann	Yea	___	Nay	___	Absent	___
Sarah Blackwell	Yea	___	Nay	___	Absent	___
Andrew Young	Yea	___	Nay	___	Absent	___

ATTEST:

DeAnn Parry, City Recorder

DEPOSITED in the office of the City Recorder this 9th day of June, 2026.

RECORDED this 9th day of June, 2026.

Tax Dist	Tax District Description	Land NG	Imp NG	Total NG
010	LEHI CITY	129,340,320	812,087,416	941,427,736
011	LEHI CITY W/O NUCW	39,397,430	98,943,950	138,341,380
014	DRAPER CITY W/JBID	0	54,635	54,635
019	DRAPER W/TR RIDGE, JVWC & JBID	-2,403,400	9,917,333	7,513,933
020	NORTH UT CO WT CONS S/A 6-7-8	-4,849,079	3,715,962	-1,133,117
021	CEDAR HILLS CITY	3,989,360	1,555,493	5,544,853
022	TIMPANOGOS 6-7-8 NUCWCD	959,275	0	959,275
023	LAKE MOUNTIAN 6-7-8 NUCWCD	1,982,410	0	1,982,410
025	NORTH UT CO WT CON S/A 6-8-9	-39,156	15,337	-23,819
026	TIMPANOGOS 6-8-9 NUCWCD	35,400	0	35,400
030	ALPINE SCHOOL DIST SA 6-7-8	-90,797	528,786	437,989
031	TIMPANOGOS SA 6-7-8	1,854,024	0	1,854,024
033	TIMPANOGOS SA 6-8-9	5,377,093	0	5,377,093
035	ALPINE SCHOOL DIST SA 6-8-9	-6,648,640	-925	-6,649,565
038	EAGLE MOUNTAIN	79,456,761	258,310,494	337,767,255
039	SARATOGA SPRINGS	95,686,958	320,226,895	415,913,853
040	ALPINE CITY	-555,318	35,626,516	35,071,198
042	SARATOGA SPRINGS W/NUCWCD	3,698,955	21,808,373	25,507,328
045	HIGHLAND CITY	20,922,995	48,982,358	69,905,353
050	CEDAR FORT CITY	3,581,832	1,830,571	5,412,403
053	EAGLE MOUNTAIN W/POLE CANYON DIST	470,809	0	470,809
055	FAIRFIELD TOWN	5,490,416	3,269,479	8,759,895
056	FAIRFIELD TOWN	433	1,344,673	1,345,106
057	FAIRFIED W/POLE CANYON	0	0	0
060	AMERICAN FORK CITY	34,748,831	71,202,927	105,951,758
070	PLEASANT GROVE CITY	2,522,525	72,933,152	75,455,677
071	PLEASANT GROVE CITY W/O NUCWCD	0	0	0
080	LINDON CITY	118,360	14,939,886	15,058,246
085	LINDON CITY W/WATER CONS	3,172,280	18,946,342	22,118,622
090	OREM CITY	23,262,381	-2,248,303	21,014,078
095	VINEYARD CITY	-1,329,280	92,577,198	91,247,918
096	VINEYARD CITY / WITH WATER	-80,600	18,004,728	17,924,128
107	PROVO CYN F&W SA 6-8-9	-26,811,000	3,849,004	-22,961,996
108	PROVO CITY IN ALPINE SCH DIST	-101,427,042	0	-101,427,042
110	PROVO CITY	143,278,259	107,024,618	250,302,877
112	PROVO CITY IN NEBO SCH DIST	-335,100	0	-335,100
120	NEBO SCHOOL DIST S/A 6-7-8	-2,160,421	12,876,200	10,715,779
125	NEBO SCHOOL DIST S/A 6-8-9	-654,117	-718,540	-1,372,657
130	SPRINGVILLE CITY	32,786,479	18,088,344	50,874,823
131	SPRINGVILLE W/SPRV DRAIN DIST	6,239,640	10,901,436	17,141,076
140	MAPLETON CITY	35,604,355	120,529,757	156,134,112
150	SPANISH FORK CITY	39,928,973	177,136,402	217,065,375
151	SPANISH FORK W/SPRV DRAIN DIST	819,984	16,704,975	17,524,959

155	SOLDIER SUMMIT S/A 6-8	0	347,541	347,541
160	BENJAMIN CEMETERY S/A 6-7-8	-79,248	4,823,925	4,744,677
165	BENJAMIN CEMETERY S/A 6-8-9	502,251	0	502,251
170	PAYSON CITY	34,903,104	57,643,127	92,546,231
179	SALEM W/BENJAMIN CEMETERY	-1,111,736	0	-1,111,736
180	SALEM CITY	15,021,541	59,342,596	74,364,137
181	ELKRIDGE CITY	-29,056	9,803,107	9,774,051
182	WOODLAND HILLS	109,755	10,905,949	11,015,704
190	SANTAQUIN CITY	15,052,485	65,048,279	80,100,764
200	GENOLA CITY	792,139	8,911,979	9,704,118
210	GOSHEN CITY	-7,700	910,000	902,300
500	PROVO W/MED SCHOOL PID	0	180,327	180,327
501	PAYSON W/RED BRIDGE PID 1	0	0	0
502	PAYSON W/RED BRIDGE PID 1-2	0	28,278,433	28,278,433
503	SALEM W/BEN CEM ARROWHEAD PID	-611,700	0	-611,700
504	SALEM W/ARROWHEAD SPRINGS	17,330,180	6,198,531	23,528,711
505	SALEM W/MOONLIGHT VILLAGE 1	395,400	7,317,308	7,712,708
506	EAGLE MTN W/POLE CYN & FF PID 1	22,022,728	28,329,611	50,352,339
507	SALEM W/NS PID 2	8,666,144	2,995,568	11,661,712
508	SALEM W/THREE BRIDGES PID 1	10,142,400	0	10,142,400
509	SALEM W/VIRIDIAN FARM PID 1	42,890,505	34,320,111	77,210,616
510	SALEM W/BEN CEM NS PID 2	0	0	0
511	SALEM W/FIELD ESTATES PID	1,986,400	14,422,577	16,408,977
512	SALEM W/NS PID 1	10,294,800	0	10,294,800
513	SALEM W/BEN CEM & NS PID 3	1,472,800	0	1,472,800
514	SALEM W/BEN CEM & NS PID 4	9,128	0	9,128
515	SALEM W/NS PID 5	6,461	0	6,461
516	SALEM W/THREE BRIDGES PID 2	8,200	0	8,200
517	SALEM W/THREE BRIDGES PID 3	8,200	0	8,200
518	SALEM W/THREE BRIDGES PID 4	8,200	0	8,200
519	SALEM W/VIRIDIAN FARM PID 2	7,183,400	0	7,183,400
520	SALEM W/VIRIDIAN FARM PID 3	13,514,115	0	13,514,115
521	DRAPER W/T. RID, JVWC, JBID, RE PID	2,403,400	0	2,403,400
522	EAGLE MTN W/P. CYN & FF PID 2	0	0	0
523	EAGLE MTN W/P. CYN & FF PID 3	0	0	0
524	EAGLE MTN W/P. CYN & FF PID 4	0	0	0
525	EAGLE MTN W/P. CYN & FF PID 5	0	0	0
526	EAGLE MTN W/P. CYN & FF PID 6	0	0	0
527	EAGLE MTN W/P. CYN & FF PID 7	0	0	0
528	EAGLE MTN W/P. CYN & FF PID 8	0	0	0
529	EAGLE MTN W/P. CYN & FF PID 9	0	0	0
530	EAGLE MTN W/P. CYN & FF PID 10	0	0	0
531	EAGLE MTN W/PARKWAY FIELDS IFD	43,949,440	16,215,602	60,165,042
532	PROVO W/SLATE CYN PID	1,091,200	0	1,091,200

533	SARATOGA SPGS W/BRIXTON IFD	30,056,205	1,752,764	31,808,969
534	SARATOGA SPGS W/FOX HOLLOW IFD	29,114,442	0	29,114,442
535	SPANISH FORK W/GLH PID 1	41,510,200	50,814,300	92,324,500
536	SPANISH FORK W/GLH PID 1 & 2	13,256,900	0	13,256,900
538	PROVO CYN W/N FK, SA 6-8-9, MIDA	27,134,100	12,488,332	39,622,432
539	VINEYARD W/UT CITY EAST PID 1	1,469,100	0	1,469,100
540	VINEYARD W/UT CITY EAST PID 2	1,469,100	0	1,469,100
541	VINEYARD W/UT CITY EAST PID 3	1,469,100	0	1,469,100
542	VINEYARD W/UT CITY EAST PID 4	1,469,200	0	1,469,200
543	VINEYARD W/UT CITY EAST PID 5	1,469,200	0	1,469,200
544	VINEYARD W/UT CITY WEST PID 1	1,256,000	0	1,256,000
545	VINEYARD W/UT CITY WEST PID 2	1,322,200	0	1,322,200
546	VINEYARD W/UT CITY WEST PID 3	1,322,300	0	1,322,300
547	VINEYARD W/UT CITY WEST PID 4	1,322,200	0	1,322,200
548	VINEYARD W/UT CITY WEST PID 5	1,322,200	0	1,322,200
549	SALEM W/MOONLIGHT VILLAGE 2	9,423,343	0	9,423,343
		979,653,314	2,792,015,439	3,771,668,753

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Proposal for Burgess Park Pickleball/Tennis Court Lighting Upgrades Project – Leap Products

FOR CONSIDERATION ON: 9 June 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve the proposal for the Burgess Park Pickleball/Tennis Court Lighting Upgrades Project.

BACKGROUND INFORMATION:

The City applied for grant funds from the Utah County Municipal Recreation Grant program to upgrade the lighting on the Burgess Park Pickleball and Tennis Courts. Approximately \$5,700 is made available to Alpine City through this program annually, with the ability to roll the funds over for up to five years. The City has rolled funds over for the last five years and has \$29,122 available for this project. \$50,000 in funds were budgeted for this project, including the grant monies, with the balance planned to come from PARC funds. The City received proposals from three vendors for this project.

Following is a summary of the proposals that were received:

Firm	Cost
Leap Products	\$11,610.00
Quantum Lighting	\$29,238.35
Musco Lighting	\$43,000.00

The low bid was submitted by Leap Products in the amount of \$11,610. Leap Products is owned by a local Alpine family, who provided a very competitive proposal for this project. With the total cost of this project, the City will be able to roll funds over with the grant program to assist with another future project.

STAFF RECOMMENDATION:

Approve the proposal, as part of the consent calendar, from Leap Products for the Burgess Park Pickleball/Tennis Court Lighting Upgrades Project in the amount of \$11,610.

Estimate

Leap Products

Leap Products
463 E 1600 N St
Vineyard, UT 84059

Order #	Date
S48764	06/04/2026



Bill To:
City of Alpine None Alpine, UT 84004

Ship To:
City of Alpine None Alpine, UT 84004

Customer: City of Alpine

Contact: City of Alpine

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
thdoman	NET 30	Origin	Best Method		06/04/2026

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	360w-ds	360 W Designer Series Light Fixture	\$600.00	18 ea	\$ 10,800.00
2	Sale	Product Service	In House Product Service (Delivery, Install, Repair, etc)	\$45.00	18 ea	\$ 810.00

Subtotal:	\$11,610.00
Sales Tax:	\$0.00
Total:	\$11,610.00

Approval: _____ Date: _____

ALPINE CITY COUNCIL AGENDA

SUBJECT: Approval of Proposal for Construction Materials Testing and Special Inspection Services for Alpine Fire Station Project - Intertek PSI

FOR CONSIDERATION ON: 9 June 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve the proposal for construction materials testing and special inspection services for the Alpine Fire Station Project.

BACKGROUND INFORMATION:

Navigate, who has been hired by the City as the construction manager for the Alpine Fire Station Project, has received proposals for construction materials testing and special inspection services for the project.

Following is a summary of the proposals that were received:

Firm	Cost
Intertek PSI	\$15,365.00
Consolidated Engineering Laboratories	\$20,283.90
CMT Technical Services	\$23,217.00

The low bid was submitted by Intertek PSI in the amount of \$15,365. The proposal provided by this firm met the requirements of the request for proposals for scope and experience. Navigate has recommended that this portion of the project be awarded to Intertek PSI.

STAFF RECOMMENDATION:

Approve the proposal, as part of the consent calendar, from Intertek PSI for Construction Materials Testing and Special Inspection Services for construction materials and special inspection services for the project in the amount of \$15,365.



Intertek-PSI
2779 South 600 West
Salt Lake City, Utah 84115

Tel + 1 801 484 8827
Fax +1 801 487 3312
intertek.com/building

May 28, 2026

Mr. Preston Reading
Alpine City
3300 North Triumph Blvd, Suite 100
Lehi, Utah 84043

Email: preston@nvgte.com
Phone: (813) 544-5006

Re: Proposal for Construction Materials Testing & Special Inspection Services
Alpine Fire Station #202
50 East 100 North
Alpine, UT 84004
PSI Proposal No. 0706-479573

Dear Mr. Reading,

Professional Service Industries, Inc., (PSI) an Intertek Company, is pleased to submit this proposal to provide construction materials testing and special inspection services for the Alpine Fire Station #202 project in Alpine, Utah.

PSI understands the new construction will consist of a new addition to an existing station with a footprint of approximately 12,300 square feet. This building will be a single-story masonry and steel framed building on top of slab on grade, with associated site improvements.

PSI understands that our services will consist of testing and observing:

- Engineered Grading and/or Filling
- Hot Mix Asphalt
- Placement of Reinforcing Steel
- Reinforced Concrete
- Bolts/Anchors Installed in Concrete
- Structural Masonry
- Structural Steel
- Firestopping/Fire Caulking

Special Inspections are a requirement in accordance with the International Code Council (ICC) Building Code as may be required by the local Building Official.

PSI proposes to provide the described services on a unit-price basis. The total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. For preliminary budgeting purposes, PSI has prepared the following estimated budget for observation and testing services based on a review of the construction plans dated April 16, 2026. The work performed by PSI will depend on the actual construction schedule. Our work will be performed at the direction of your representative on an "On-Call" basis. Prior to starting work on the project, it would be beneficial to meet to discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing budgets.





Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the responsibility of others.

Under the scope of work covered by this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the technician/inspector is on the site and in the general work area during the activity requiring observation and testing.

Professional Service Industries, Inc. will provide the contractor with a source of advice and opinion regarding the suitability of earthwork and foundation preparation with respect to the geotechnical report. PSI is not providing the role of geotechnical engineer of record. PSI accepts no liability or responsibility for any errors or omissions in the original geotechnical report. PSI's work shall be limited to observing and testing for compliance with the recommendations made in that report. In the event that at any time there are determined to be defects in the original report, client agrees to look solely to the original geotechnical engineer for damages arising out of the report, and agrees to indemnify PSI for any claims out of that report.

ESTIMATED SCOPE OF WORK

I. Earthwork/HMA

PSI has based estimate on 10 trips for compaction testing for the new building area, utilities and drive areas; and 2 trips for observation and density testing of hot mix asphalt.

- A. Engineering Technician to monitor placement of engineered fill and perform in-place density tests
 Estimated 40 hours @ \$65.00 per hour\$2,600.00
- B. Engineering Technician to monitor placement of hot mix asphalt and preform in-place density tests
 Estimated 12 hours @ \$65.00 per test.....\$780.00
- C. Moisture-Density Relationship (Standard)
 Estimated 2 tests @ \$190.00 per test.....\$380.00
- D. Sieve Analysis
 Estimated 2 tests @ \$95.00 per test.....\$190.00
- E. Project Engineer to observe and supervise field personnel and review reports
 Estimated 4 hours @ \$105.00 per hour\$420.00

ESTIMATED TOTAL FOR EARTHWORK \$4,370.00



II. Concrete

PSI has based estimate on 10 trips for concrete construction with time included for all reinforcing steel inspections, anchors installed in concrete and concrete testing. Time has been included for all new footings, stem walls, shear walls, columns, and slabs on grade.

- A. Senior Engineering Technician observe epoxy and placement, sizes, quantity and securement of reinforcing bars
 Estimated 20 hours @ \$75.00 per hour\$1,500.00
 - B. Engineering Technician to perform concrete testing for slump, air and temperature and cast cylinders
 Estimated 34 hours @ \$65.00 per hour\$2,210.00
 - C. Concrete Cylinders – compressive strength
 Estimated 65 tests @ \$20.00 per test\$1,300.00
 - D. Project Engineer to observe and supervise field personnel and review reports
 Estimated 4 hours @ \$105.00 per hour\$420.00
- ESTIMATED TOTAL FOR CONCRETE..... \$5,430.00**

III. Masonry

PSI has based estimate on 6 trips for masonry construction with time included for reinforcing, and any masonry testing.

- A. Senior Engineering Technician to perform observations and any grout testing
 Estimated 24 hours @ \$75.00 per hour\$1,800.00
 - B. Concrete CMU Prisms – compressive strength
 Estimated 6 tests @ \$65.00 per test\$390.00
 - C. Project Engineer to observe and supervise field personnel and review reports
 Estimated 3 hours @ \$105.00 per hour\$315.00
- ESTIMATED TOTAL FOR CONCRETE/MASONRY VENEER \$2,505.00**



IV. Structural Steel/Framing

The estimated budget does not include steel fabricator shop NDE services. If this is required, an estimate can be provided. The estimated budget is for 3 structural steel inspection trips and 2 trips for wood and CFM framing inspections.

A. Structural Welding/Bolting Inspector to visually examine welded and bolted connections in field Estimated 12 hours @ \$100.00 per hour	\$1,200.00
B. Framing Inspector to visually examine nailed, screwed, and bolted connections in field Estimated 8 hours @ \$85.00 per hour	\$680.00
C. Project Engineer to observe and supervise field personnel and review report Estimated 3 hours @ \$105.00 per hour	\$315.00
ESTIMATED TOTAL FOR STRUCTURAL STEEL/FRAMING	
\$2,195.00	

V. Firestopping / Fire Caulking

PSI has based estimate on 2 trips to observe and confirm the placement firestopping installations.

A. Senior Engineering Technician to observe the installation of firestopping installations Estimated 8 hours @ \$95.00 per hour	\$760.00
B. Project Engineer to observe and supervise field personnel and review reports Estimated 1 hour @ \$105.00 per hour.....	\$105.00
ESTIMATED TOTAL FOR FIRESTOPPING.....	
\$865.00	

SUMMARY OF PROPOSED FEES

I. Earthwork/HMA	\$4,370.00
II. Concrete	\$5,430.00
III. Masonry	\$2,505.00
IV. Structural Steel/Framing	\$2,195.00
V. Firestopping / Fire Caulking	\$865.00
TOTAL ESTIMATED BUDGET	
\$15,365.00	



Services requested but not quoted in this proposal will be performed in accordance with the attached "Schedule of Services and Fees". It is also proposed that the work be performed pursuant to PSI's General Conditions. A copy of the General Conditions is enclosed and incorporated into this proposal. PSI will proceed with the work and will issue the daily materials testing and inspection reports after receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

Remarks: See attached "Schedule of Service and Fees".

A representative of PSI will be contacting you to confirm receipt of this proposal and to discuss any questions that you may have. PSI appreciates the opportunity to offer its services and looks forward to working with you on this project.

Respectfully submitted,
Professional Service Industries, Inc.

Keith Walker
Branch Manager

Michael Hodge P.E.
Principal Consultant

Attachments: Schedule of Services and Fees
 General Conditions



Proposal Acceptance:

AGREED TO, THIS _____ DAY OF _____ , 2026
PRINT NAME/TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT DATA SHEET

Project Information:

Project Name: _____

Project Address: _____

Client Project No.: _____ Purchase Order No.: _____

Project Manager: _____ Telephone No.: _____

Site Contact: _____ Telephone No.: _____

Report Distribution:

Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____
Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____
Name: _____	Name: _____
Company: _____	Company: _____
Email: _____	Email: _____

Invoicing:

Company Name: _____

Address: _____

City, State, Zip Code: _____

Attn: _____ Phone No. _____

Email (if required): _____

Other Pertinent Information or Previous Subsurface Information Available: _____



SCHEDULE OF SERVICES AND FEES

TECHNICAL SERVICES

Engineering Services for field observations, report review, consultation, special inspection submittal preparation, attend pre-construction and progress meetings.

Chief Engineer	Per Hour	\$ 185.00
Principal Consultant.....	Per Hour	\$ 168.00
Senior Engineer/Geologist/Manager	Per Hour	\$ 130.00
Project Engineer/Manager.....	Per Hour	\$ 105.00

PERSONNEL/FIELD SERVICES

Engineering Technician:

Asphaltic Concrete Field Testing		
Concrete Sampling/Testing		
Soil - In-Place Density Testing		
Sample Pick-Up/Preparation.....	Per Hour	\$ 65.00

Senior Engineering Technician:

Concrete/Asphalt Batch Plant Inspection		
Concrete Tilt-up Panel Inspection		
Drilled Pier/Pile Inspection		
Drill & Epoxy/Anchor Bolt Inspection		
Fireproofing Inspection		
Masonry Inspection		
Post-Tension Inspection		
Reinforcing Steel Inspection		
Shallow Footing and Subgrade Inspection		
Soil Fill Control/Site Observation Inspection		
State Certified (UDOT) Sampling/Field Testing	Per Hour	\$ 75.00

Structural Steel Inspector/Certified Welding Inspector:

Visual Weld Inspection.....	Per Hour	\$ 100.00
Bolt Torque Verification.....	Per Hour	\$ 100.00
Shear Stud Verification	Per Hour	\$ 100.00
Framing Inspection.....	Per Hour	\$ 90.00

Structural Wood Framing	Per Hour	\$ 95.00
GPR Operator	Per Hour	\$ 250.00

LABORATORY TESTING SERVICES

Soils:

Atterberg Limits Determination (LL/PI)	Each	\$ 105.00
Hydrometer (without sieve).....	Each	\$ 88.00
Moisture Content	Each	\$ 12.00
Moisture/Density Relationship (Proctor):		
ASTM D698 (Standard).....	Each	\$ 190.00
ASTM D1557 (Modified).....	Each	\$ 190.00
One Point Proctor Verification	Each	\$ 83.00
Oversized Correction	Each	\$ 61.00
Organic Content	Each	\$ 61.00
Relative Density Test	Each	\$ 290.00



SCHEDULE OF SERVICES AND FEES

Concrete:

Calcium Chloride Vapor Emission Test Kit	Test	\$ 42.00
Concrete Compression	Test	\$ 20.00
Concrete Compression (Contractor made)	Test	\$ 34.00
Concrete Compression of Drilled Core	Test	\$ 44.00
Shotcrete Compression	Test	\$ 88.00
Concrete Core Thickness (C174/T148)	Each	\$ 27.00
Flexural Strength of Concrete (Beams)	Test	\$ 56.00
Floor Flatness Survey (\$500/day minimum).....	Ft. ²	\$ 0.05
Length Change of Harden Concrete (C157 – Modified for 28-day)	Test	\$ 358.00
Maturity Meter Curve (Cylinders made at batch plant).....	Each	\$ 960.00
Maturity Meter Curve (Cylinders made in Laboratory)	Each	\$1,520.00
1-Point Concrete Mix Design Trial Batch Verification (6 cyls & assoc.tests)	Each	\$ 775.00
Time of Set, (Initial and Final) Includes Laboratory Batching.....	Each	\$ 690.00
Water Soluble Chloride Ion Content (ground sample).....	Test	\$ 105.00

Aggregate Materials:

Acid Chloride Ion	Test	\$ 115.00
Alkali Reactivity of Cement-Agg. Mortar Bar Method (C1260 or C1567) 16-day.....	Test	\$ 1,050.00
Compressive Strength of Intact Rock Core Specimens (D2938)	Test	\$ 78.00
Deleterious (shale/soft-friable) (C142)	Test	\$ 66.00
Deleterious (shale/soft-friable) (MODOT)	Test	\$ 83.00
Effect of Organic Impurities in Fine Agg. On Strength (C87)	Test	\$ 525.00
Fine Aggregate Angularity (AASHTO T304).....	Test	\$ 78.00
Freeze-Thaw	Test	\$ 305.00
Gradation (C136)	Test	\$ 95.00
Gradation (C136) Coarse Aggregate Large Size (> 1")	Test	\$ 155.00
LA Abrasion (C131)	Test	\$ 155.00
LA Abrasion - Large Aggregate (C535)	Test	\$ 177.00
Light Weight Particles (C123)	Test	\$ 83.00
Materials Finer than #200 in Aggregates (C117)	Test	\$ 56.00
Methylene Blue (AASHTO T330)	Test	\$ 61.00
Micro Deval (AASHTO T327)	Test	\$ 237.00
Moisture Content (C566)	Test	\$ 12.00
Organic Impurities in Sand (C40)	Test	\$ 56.00
Particle Shape – Flat & Elongated (D4791 or CRD C120) (Up to 3 sizes)	Test	\$ 72.00
Rapid Chloride Ion (plus shipping)	Test	\$ 707.00
Sand Equivalency Value of Soils and Fine Agg (D2419)	Test	\$ 94.00
Scratch Hardness Soft Particles (C235)	Test	\$ 83.00
Specific Gravity & Absorption (C127 / C128).....	Test	\$ 88.00
Sulfate Soundness – Magnesium or Sodium (C88)	Test	\$ 215.00
Unit Weight of Aggregate (C29)	Test	\$ 56.00
Water Soluble Chloride Ion Content (ground sample).....	Test	\$ 100.00

Asphaltic Concrete Testing:

Asphalt Core Density	Test	\$ 17.00
Asphalt Extraction and Gradation.....	Test	\$ 158.00
Asphalt Extraction and Gradation Large Size (> 1")	Test	\$ 195.00
Asphalt Marshall Density (includes molding of 3 specimens).....	Set of 3	\$ 158.00
Asphalt Marshall Stability and Flow	Set of 3	\$ 150.00
Gyratory Pill Compaction with Density (150 mm)	Test	\$ 127.00
Gyratory Pill Compaction with Density (100 mm)	Test	\$ 105.00
Marshall Pill Compaction	Test	\$ 17.00
Maximum Theoretical Specific Gravity (Rice Test)	Test	\$ 100.00
Tensile Strength Ratio (TSR)	Test	\$ 420.00

SCHEDULE OF SERVICES AND FEES

Masonry Product Testing:

Grout:

Compressive Strength: 3"x3"x6" Prisms/2"x2" cubes (ASTM C1019)	Test	\$ 16.00
Dry Package Mix (mixing, flow test and 6 compr.strength samples).....	Each	\$ 248.00
Mix Design (computations, mixing, slump and molding).....	Each	\$ 347.00

Mortar:

Compressive Strength: 2" x 2" Cubes	Test	\$ 16.00
Water Retention	Test	\$ 56.00
Air Test (specific gravity not included).....	Test	\$ 49.00
Mix Design (computations, mixing, flow test and molding).....	Test	\$ 415.00

Concrete Masonry Units:

Compressive Strength Testing:

8" & 12" Block, ASTM C140	Test	\$ 68.00
8" & 12" Hollow Prism	Test	\$ 100.00
8" & 12" Grouted Prism	Test	\$ 132.00
Measuring, Moisture Content and Absorption (3 per set)(ASTM C140)	Each	\$ 192.00

Fireproofing:

Adhesion/Cohesion.....	Test	\$ 49.00
Density	Test	\$ 49.00

EQUIPMENT

Concrete/Asphalt Coring Equipment

Diamond bit core barrel.....	Per Inch	\$ 9.00
Coring Machine	Per Day	\$ 220.00
Hole Patch (non-shrink grout).....	Cost Plus 25%	

GPR

	Per Day	\$ 158.00
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Nuclear Density Gauge

	Per Hour	\$ 11.00
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Ultrasonic Equipment

	Per Day	\$ 166.00
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Remarks

- 1) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to a 4% annual increase thereafter.
- 2) All rates are billed on a portal to portal basis.
- 3) The minimum billing increment for time is one hour. A minimum charge of 4 hours applies to field testing and observation services.
- 4) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 4 :00 PM, and for all hours worked on Saturdays, Sundays and Holidays. The overtime rate is 1.5 times the applicable hourly rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply.
- 5) Rates involving mileage (including mileage, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices for a gallon of regular gasoline. Increases shall be made no more often than monthly.
- 6) Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein. Furthermore, Discrepancies and Non Conformance resolution may require additional Project Manager Time billed at the rate referenced above.
- 7) Scheduling and cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4 hour charge.
- 8) A project set-up charge of \$300.00 applies to all projects.
- 9) For all PSI services, a 0.3 hour project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 10) PSI will deliver reports electronically to the client and others on the specified distribution list. Reports will be posted on a password protected, secure website available only to those on the distribution list. Distribution of reports via other methods will be billed at the hourly project administration rate.
- 11) All fees and services are provided in accordance with the attached PSI GeneralConditions.
- 12) Services and fees not listed on this schedule may be quoted on request.
- 13) Surcharges for laboratory services during overtime hours or for expedited results may apply. A \$200.00 rush fee will apply for all less than 24 hour requests and laboratory rates will be increased by a multiplier of 1.5 for such circumstances.
- 14) Field services rates are based on OSHA Level D personal protection unless otherwise specified in the proposal. Surcharges apply for Level C and Level B personal protection which may be quoted on a site specific basis.
- 15) Standby time due to factors beyond PSI's control will be invoiced at the field personnel's hourly rate.
- 16) A final report will include a minimum of two hours at a Project Manager rate and applies to all projects. Furthermore, no final letter will be issued with payment in full of any outstanding invoices.
- 17) PSI reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.
- 18) PSI may hire an accredited or certified firm as a subcontractor.
- 19) ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing. PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided by PSI at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged as the site security is the responsibility of the contractor, PSI shall invoice our client the cost of the same at cost plus 15%.

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work. PSI shall provide Professional Liability Insurance with limits not less than \$1,000,000 (one million dollars) per claim and \$2,000,000 (two million dollars) in the aggregate. Such Professional Coverage shall be maintained for at least three years beyond the completion of services.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.
- SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$250,000.00
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ALPINE CITY CORPORATION
 COMBINED CASH INVESTMENT
 MAY 31, 2026

COMBINED CASH ACCOUNTS

01-1111	CASH IN BANK, ALTA BANK	94,896.98
01-1112	XPRESS BILL PAY	3,456.10
01-1131	PETTY CASH	1,000.00
01-1154	SAVINGS PTIF #158	30,195,763.68
		30,295,116.76
	TOTAL COMBINED CASH	30,295,116.76
01-1190	CASH - ALLOCATION TO OTHER FUN	(30,295,116.76)
		.00
	TOTAL GENERAL FUND CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	4,082,187.55
11	ALLOCATION TO CLASS C ROADS	1,269,083.72
15	ALLOCATION TO RECREATION IMPACT FEES	463,622.43
16	ALLOCATION TO STREET IMPACT FEES	171,414.39
44	ALLOCATION TO PARC FUND	158,954.59
45	ALLOCATION TO CAPITAL IMPROVEMENTS FUND	8,194,572.92
46	ALLOCATION TO CAPITAL PROJECT - BOND ACCOUNT	2,002,449.74
51	ALLOCATION TO WATER FUND	3,838,146.87
52	ALLOCATION TO SEWER FUND	3,201,230.22
55	ALLOCATION TO PRESSURIZED IRRIGATION FUND	1,712,240.29
56	ALLOCATION TO STORM DRAIN FUND	716,855.38
70	ALLOCATION TO TRUST AND AGENCY FUND	742,982.52
71	ALLOCATION TO CEMETERY PERPETUAL CARE FUND	1,911,236.08
81	ALLOCATION TO WATER IMPACT FEES	843,780.43
82	ALLOCATION TO SEWER IMPACT FEES	167,608.04
85	ALLOCATION TO PI IMPACT FEES	590,552.49
86	ALLOCATION TO STORM DRAIN IMPACT FEES	228,199.10
		30,295,116.76
	TOTAL ALLOCATIONS TO OTHER FUNDS	30,295,116.76
	ALLOCATION FROM COMBINED CASH FUND - 01-1190	(30,295,116.76)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

GENERAL FUND

<u>ASSETS</u>		
10-1190	CASH - ALLOCATION TO OTHER FUN	4,082,187.55
10-1309	DEFERRED PROPERTY TAXES REC	2,659,542.68
10-1311	ACCOUNTS RECEIVABLE	75,796.76
10-1561	PREPAID EXPENSES	4,090.00
		<hr/>
	TOTAL ASSETS	6,821,616.99
		<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
10-2211	WAGES PAYABLE	26,854.72
10-2221	FICA PAYABLE	9,601.12
10-2222	FEDERAL WITHHOLDING PAYABLE	4,555.30
10-2223	STATE WITHHOLDING PAYABLE	2,391.17
10-2225	ULGT PAYABLE	14,539.99
10-2226	ADDITIONAL EMP INSURANCES	124.56
10-2227	RETIREMENT PAYABLE EMPLOYEES	(6,906.56)
10-2229	WORKERS COMP PAYABLE	20,438.96
10-2230	ALPINE DAYS REVENUES IN ADVANC	19,196.31
10-2400	UNEARNED REVENUE	2,659,542.00
		<hr/>
	TOTAL LIABILITIES	2,750,337.57
<u>FUND EQUITY</u>		
	UNAPPROPRIATED FUND BALANCE:	
10-2980	BALANCE BEGINNING OF YEAR	2,487,751.53
	REVENUE OVER EXPENDITURES - YTD	1,583,527.89
		<hr/>
	BALANCE - CURRENT DATE	4,071,279.42
		<hr/>
	TOTAL FUND EQUITY	4,071,279.42
		<hr/> <hr/>
	TOTAL LIABILITIES AND EQUITY	6,821,616.99
		<hr/> <hr/>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-10	CURRENT YEAR GENERAL PROPERTY	35,104.52	2,722,642.54	2,704,800.00	(17,842.54) 100.7
10-31-20	REDEMPTION TAXES	27,297.38	332,058.40	225,000.00	(107,058.40) 147.6
10-31-30	GENERAL SALES AND USE TAXES	222,269.31	1,718,175.97	2,100,000.00	381,824.03 81.8
10-31-31	MOTOR VEHICLE TAXES	10,207.10	109,514.62	135,000.00	25,485.38 81.1
10-31-40	FRANCHISE FEES	19,613.08	639,133.72	750,000.00	110,866.28 85.2
10-31-90	PENALTIES & INT. ON DELINQUENT	1,213.79	15,890.91	4,500.00	(11,390.91) 353.1
	TOTAL TAXES	315,705.18	5,537,416.16	5,919,300.00	381,883.84 93.6
<u>LICENSES AND PERMITS</u>					
10-32-10	BUSINESS LICENSES AND PERMITS	200.00	21,355.24	25,000.00	3,644.76 85.4
10-32-20	PLAN CHECK FEES	19,615.20	168,412.69	175,000.00	6,587.31 96.2
10-32-21	BUILDING PERMITS	32,656.90	279,463.35	350,000.00	70,536.65 79.9
10-32-22	BUILDING PERMIT ASSESSMENT	327.55	2,982.04	5,000.00	2,017.96 59.6
	TOTAL LICENSES AND PERMITS	52,799.65	472,213.32	555,000.00	82,786.68 85.1
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-42	MUNICIPAL RECREATION GRANT	.00	.00	29,122.00	29,122.00 .0
10-33-59	OTHER GRANTS	.00	1,000,000.00	1,000,000.00	.00 100.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	1,000,000.00	1,029,122.00	29,122.00 97.2
<u>CHARGES FOR SERVICES</u>					
10-34-13	ZONING AND SUBDIVISION FEES	180.00	7,215.00	5,000.00	(2,215.00) 144.3
10-34-14	ANNEXATIONS APPLICATIONS	.00	.00	500.00	500.00 .0
10-34-15	SALE OF MAPS AND PUBLICATIONS	.00	110.00	250.00	140.00 44.0
10-34-22	PUBLIC SAFETY DISTRICT RENTAL	.00	38,516.00	38,516.00	.00 100.0
10-34-40	WASTE COLLECTION SALES	68,083.49	743,869.50	730,000.00	(13,869.50) 101.9
10-34-69	YOUTH COUNCIL	625.00	5,494.59	3,000.00	(2,494.59) 183.2
10-34-81	SALE OF CEMETERY LOTS	3,825.00	31,875.00	25,000.00	(6,875.00) 127.5
10-34-83	BURIAL FEES	2,750.00	58,525.00	50,000.00	(8,525.00) 117.1
	TOTAL CHARGES FOR SERVICES	75,463.49	885,605.09	852,266.00	(33,339.09) 103.9
<u>FINES AND FORFEITURES</u>					
10-35-10	TRAFFIC FINES	6,498.82	59,947.67	75,000.00	15,052.33 79.9
10-35-15	OTHER FINES	500.00	7,975.01	7,000.00	(975.01) 113.9
10-35-16	TRAFFIC SCHOOL	.00	5,310.00	2,000.00	(3,310.00) 265.5
	TOTAL FINES AND FORFEITURES	6,998.82	73,232.68	84,000.00	10,767.32 87.2

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>RENTS AND OTHER REVENUE</u>					
10-36-20 RENTS AND CONCESSIONS	750.00	75,922.60	65,000.00	(10,922.60)	116.8
TOTAL RENTS AND OTHER REVENUE	750.00	75,922.60	65,000.00	(10,922.60)	116.8
<u>INTEREST AND MISC REVENUE</u>					
10-38-10 INTEREST EARNINGS	98,091.30	277,855.50	150,000.00	(127,855.50)	185.2
10-38-17 ALPINE DAYS REVENUE	1,500.00	100,022.82	85,000.00	(15,022.82)	117.7
10-38-18 RODEO REVENUE	.00	62,074.00	50,000.00	(12,074.00)	124.2
10-38-50 BICENTENNIAL BOOKS	40.00	590.00	500.00	(90.00)	118.0
10-38-90 SUNDRY REVENUES	201.90	38,144.81	40,000.00	1,855.19	95.4
TOTAL INTEREST AND MISC REVENUE	99,833.20	478,687.13	325,500.00	(153,187.13)	147.1
<u>TRANSFERS AND CONTRIBUTIONS</u>					
10-39-10 FUND BALANCE APPROPRIATION	.00	.00	28,550.00	28,550.00	.0
10-39-20 CONTRIBUTION FOR PARAMEDIC	2,929.60	32,137.47	35,000.00	2,862.53	91.8
TOTAL TRANSFERS AND CONTRIBUTIONS	2,929.60	32,137.47	63,550.00	31,412.53	50.6
TOTAL FUND REVENUE	554,479.94	8,555,214.45	8,893,738.00	338,523.55	96.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-41-11 SALARIES & WAGES	18,921.42	223,262.72	247,500.00	24,237.28	90.2
10-41-13 EMPLOYEE BENEFITS	9,834.31	112,240.99	116,500.00	4,259.01	96.3
10-41-14 OVERTIME WAGES	6.71	905.52	2,000.00	1,094.48	45.3
10-41-21 BOOKS, SUBSCRIPTIONS & MEMBERS	831.51	24,044.80	25,000.00	955.20	96.2
10-41-22 PUBLIC NOTICES	1,470.10	2,208.91	2,000.00	(208.91)	110.5
10-41-23 TRAVEL	2,049.65	3,492.66	7,500.00	4,007.34	46.6
10-41-24 OFFICE SUPPLIES & POSTAGE	2,063.48	22,402.29	15,000.00	(7,402.29)	149.4
10-41-25 EQUIPMENT - SUPPLIES & MAINTEN	.00	2,425.00	1,500.00	(925.00)	161.7
10-41-28 TELEPHONE	395.25	4,482.54	5,500.00	1,017.46	81.5
10-41-30 PROFESSIONAL SERVICES	16,878.88	16,878.88	45,000.00	28,121.12	37.5
10-41-33 EDUCATION	.00	671.72	3,000.00	2,328.28	22.4
10-41-46 COUNCIL DISCRETIONARY FUND	2,166.74	7,955.82	12,000.00	4,044.18	66.3
10-41-47 MAYOR DISCRETIONARY FUND	.00	97.50	5,000.00	4,902.50	2.0
10-41-51 INSURANCE	358.61	13,791.78	12,000.00	(1,791.78)	114.9
10-41-63 OTHER SERVICES	1,875.00	33,778.91	36,500.00	2,721.09	92.5
10-41-64 OTHER EXPENSES	.00	4,749.47	6,000.00	1,250.53	79.2
TOTAL ADMINISTRATION	56,851.66	473,389.51	542,000.00	68,610.49	87.3
<u>COURT</u>					
10-42-24 OFFICE EXPENSE & POSTAGE	1,052.68	10,733.63	38,000.00	27,266.37	28.3
10-42-31 PROFESSIONAL SERVICES	5,568.36	49,731.71	45,000.00	(4,731.71)	110.5
10-42-40 WITNESS FEES	.00	.00	200.00	200.00	.0
10-42-46 VICTIM REPARATION ASSESSMENT	3,196.55	24,343.57	32,000.00	7,656.43	76.1
TOTAL COURT	9,817.59	84,808.91	115,200.00	30,391.09	73.6
<u>TREASURER</u>					
10-43-11 SALARIES & WAGES	1,615.20	20,003.52	21,700.00	1,696.48	92.2
10-43-13 EMPLOYEE BENEFITS	987.92	11,336.40	11,700.00	363.60	96.9
10-43-14 OVERTIME WAGES	287.71	3,111.65	2,500.00	(611.65)	124.5
10-43-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	1,200.00	1,200.00	.0
10-43-23 TRAVEL	.00	.00	750.00	750.00	.0
10-43-24 OFFICE SUPPLIES & POSTAGE	.00	50.00	250.00	200.00	20.0
10-43-31 PROFESSIONAL & TECHNICAL	350.00	4,515.82	5,200.00	684.18	86.8
10-43-33 EDUCATION	.00	.00	1,300.00	1,300.00	.0
10-43-34 ACCOUNTING SERVICES/AUDIT	.00	12,500.00	15,900.00	3,400.00	78.6
TOTAL TREASURER	3,240.83	51,517.39	60,500.00	8,982.61	85.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
10-50-24 OFFICE EXPENSE, SUPPLIES & POS	.00	.00	1,000.00	1,000.00	.0
10-50-62 MISCELLANEOUS SERVICES	.00	19,160.95	39,350.00	20,189.05	48.7
TOTAL ELECTIONS	.00	19,160.95	40,350.00	21,189.05	47.5
<u>GOVERNMENT BUILDINGS</u>					
10-52-26 BUILDING SUPPLIES	925.91	6,375.22	7,000.00	624.78	91.1
10-52-27 UTILITIES	1,396.32	20,842.87	25,000.00	4,157.13	83.4
10-52-51 INSURANCE	73.61	9,920.68	10,200.00	279.32	97.3
10-52-63 OTHER SERVICES	2,105.06	15,775.72	13,000.00	(2,775.72)	121.4
10-52-72 CAPITAL OUTLAY BUILDINGS	38,978.18	340,343.70	1,000,000.00	659,656.30	34.0
TOTAL GOVERNMENT BUILDINGS	43,479.08	393,258.19	1,055,200.00	661,941.81	37.3
<u>EMERGENCY SERVICES</u>					
10-57-61 POLICE-PROFESSIONAL SERVICE	126,929.16	1,396,220.76	1,523,150.00	126,929.24	91.7
10-57-63 FIRE-PROFESSIONAL SERVICE	127,441.16	1,401,852.76	1,529,294.00	127,441.24	91.7
10-57-72 ADMINISTRATION	10,088.08	110,968.88	121,057.00	10,088.12	91.7
10-57-74 CAPITAL OUTLAY - EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
TOTAL EMERGENCY SERVICES	264,458.40	2,909,042.40	3,188,501.00	279,458.60	91.2
<u>BUILDING INSPECTION</u>					
10-58-11 SALARIES & WAGES	3,897.30	48,866.12	53,500.00	4,633.88	91.3
10-58-13 EMPLOYEE BENEFITS	1,917.80	21,961.42	20,100.00	(1,861.42)	109.3
10-58-14 OVERTIME WAGES	.00	.00	500.00	500.00	.0
10-58-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	500.00	500.00	.0
10-58-24 OFFICE SUPPLIES & POSTAGE	.00	.00	800.00	800.00	.0
10-58-28 TELEPHONE	30.00	360.00	1,000.00	640.00	36.0
10-58-29 CONTRACT/BUILDING INSPECTOR	10,052.00	68,152.00	90,000.00	21,848.00	75.7
10-58-51 INSURANCE & SURETY BONDS	73.61	9,920.68	10,200.00	279.32	97.3
10-58-65 BUILDING PERMIT SURCHARGE	.00	2,029.32	3,000.00	970.68	67.6
TOTAL BUILDING INSPECTION	15,970.71	151,289.54	179,600.00	28,310.46	84.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
10-59-11 SALARIES & WAGES	12,763.80	155,314.68	181,900.00	26,585.32	85.4
10-59-13 EMPLOYEE BENEFITS	5,753.59	66,629.03	75,400.00	8,770.97	88.4
10-59-14 OVERTIME WAGES	1,226.68	3,409.69	1,000.00	(2,409.69)	341.0
10-59-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	435.00	1,000.00	565.00	43.5
10-59-23 TRAVEL	69.61	371.48	1,500.00	1,128.52	24.8
10-59-24 OFFICE SUPPLIES & POSTAGE	17.98	17.98	1,500.00	1,482.02	1.2
10-59-30 PROFESSIONAL SERVICES	8,460.00	69,123.79	60,000.00	(9,123.79)	115.2
10-59-31 LEGAL SERVICES FOR SUBDIVIS	.00	1,100.00	20,000.00	18,900.00	5.5
10-59-34 EDUCATION	.00	.00	750.00	750.00	.0
TOTAL PLANNING & ZONING	28,291.66	296,401.65	343,050.00	46,648.35	86.4
<u>STREETS</u>					
10-60-11 SALARIES & WAGES	9,990.63	122,226.10	132,400.00	10,173.90	92.3
10-60-13 EMPLOYEE BENEFITS	6,775.44	78,693.97	80,100.00	1,406.03	98.2
10-60-14 OVERTIME WAGES	342.71	8,139.54	8,000.00	(139.54)	101.7
10-60-15 ON CALL WAGES	507.32	6,139.05	6,350.00	210.95	96.7
10-60-23 TRAVEL	.00	.00	1,000.00	1,000.00	.0
10-60-24 OFFICE SUPPLIES & POSTAGE	.00	608.57	700.00	91.43	86.9
10-60-25 EQUIPMENT-SUPPLIES & MAINTENAN	1,738.85	52,082.60	75,000.00	22,917.40	69.4
10-60-26 STREET SUPPLIES AND MAINTENANC	11,893.76	54,924.82	75,000.00	20,075.18	73.2
10-60-27 UTILITIES	6.59	66.15	500.00	433.85	13.2
10-60-28 TELEPHONE	240.70	2,655.94	3,200.00	544.06	83.0
10-60-29 POWER - STREET LIGHTS	4,858.58	48,793.95	50,000.00	1,206.05	97.6
10-60-51 INSURANCE	73.61	9,920.68	10,200.00	279.32	97.3
10-60-63 OTHER SERVICES	36.00	561.00	12,000.00	11,439.00	4.7
10-60-64 OTHER EXPENSES	124.91	4,111.44	6,500.00	2,388.56	63.3
10-60-70 CLASS C ROAD FUND	230.62	6,530.62	.00	(6,530.62)	.0
10-60-73 CAPITAL OUTLAY-OTHER THAN BUIL	2,300.00	755,455.49	1,177,000.00	421,544.51	64.2
10-60-74 CAPITAL OUTLAY - EQUIPMENT	.00	35,280.00	65,125.00	29,845.00	54.2
TOTAL STREETS	39,119.72	1,186,189.92	1,703,075.00	516,885.08	69.7

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-70-11 SALARIES & WAGES	4,588.00	56,183.01	62,900.00	6,716.99	89.3
10-70-12 WAGES TEMPORARY EMPLOYEES	6,480.00	53,635.31	63,500.00	9,864.69	84.5
10-70-13 EMPLOYEE BENEFITS	3,599.71	38,582.54	40,100.00	1,517.46	96.2
10-70-14 OVERTIME WAGES	265.90	2,286.84	2,500.00	213.16	91.5
10-70-23 TRAVEL	.00	659.36	1,000.00	340.64	65.9
10-70-24 OFFICE SUPPLIES & POSTAGE	652.62	5,564.94	2,400.00	(3,164.94)	231.9
10-70-25 EQUIPMENT-SUPPLIES & MAINTENAN	1,060.49	16,943.56	25,000.00	8,056.44	67.8
10-70-26 BUILDING AND GROUNDS SUPPLIES	26,559.81	69,188.87	55,000.00	(14,188.87)	125.8
10-70-27 UTILITIES	5,003.45	55,934.74	60,000.00	4,065.26	93.2
10-70-28 TELEPHONE	220.70	2,297.77	3,000.00	702.23	76.6
10-70-51 INSURANCE & SURETY BONDS	73.61	9,920.68	10,200.00	279.32	97.3
10-70-60 RODEO	185.21	50,870.46	35,000.00	(15,870.46)	145.3
10-70-63 OTHER SERVICES-AM FORK AGREEMT	.00	.00	78,500.00	78,500.00	.0
10-70-64 OTHER EXPENSES	1,420.84	21,787.10	.00	(21,787.10)	.0
10-70-65 ALPINE DAYS	.00	141,770.65	115,000.00	(26,770.65)	123.3
10-70-66 OTHER EXPENSE - SPECIAL PROJEC	.00	150.00	.00	(150.00)	.0
10-70-67 MOYLE PARK	1,920.92	5,956.88	9,000.00	3,043.12	66.2
10-70-68 LIBRARY	700.00	10,860.00	14,500.00	3,640.00	74.9
10-70-69 YOUTH COUNCIL	2,162.67	8,343.12	8,500.00	156.88	98.2
10-70-70 BOOK MOBILE	.00	13,596.00	13,596.00	.00	100.0
10-70-71 TRAILS	1,051.19	5,132.02	5,000.00	(132.02)	102.6
TOTAL PARKS & RECREATION	55,945.12	569,663.85	604,696.00	35,032.15	94.2
<u>CEMETERY</u>					
10-77-11 SALARIES & WAGES	4,588.00	56,180.94	62,900.00	6,719.06	89.3
10-77-12 WAGES TEMPORARY EMPLOYEE	6,480.00	53,635.23	63,500.00	9,864.77	84.5
10-77-13 EMPLOYEE BENEFITS	3,608.66	38,689.69	40,100.00	1,410.31	96.5
10-77-14 OVERTIME WAGES	265.90	2,286.82	2,500.00	213.18	91.5
10-77-23 TRAVEL	.00	292.50	500.00	207.50	58.5
10-77-24 OFFICE SUPPLIES & POSTAGE	.00	.00	250.00	250.00	.0
10-77-25 EQUIPMENT-SUPPLIES & MAINTENAN	2,028.54	6,077.51	12,000.00	5,922.49	50.7
10-77-26 BUILDING AND GROUNDS	2,731.93	5,676.26	12,000.00	6,323.74	47.3
10-77-27 CEMETERY PAVING	446.56	4,912.16	.00	(4,912.16)	.0
10-77-28 TELEPHONE	15.00	180.00	850.00	670.00	21.2
10-77-51 INSURANCE & SURETY BONDS	73.61	9,920.68	10,200.00	279.32	97.3
10-77-63 OTHER SERVICES	68.77	408.44	10,000.00	9,591.56	4.1
TOTAL CEMETERY	20,306.97	178,260.23	214,800.00	36,539.77	83.0

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE</u>					
10-82-11 SALARIES & WAGES	4,055.00	47,798.49	54,100.00	6,301.51	88.4
10-82-13 EMPLOYEE BENEFITS	2,065.00	22,218.95	25,000.00	2,781.05	88.9
10-82-14 OVERTIME WAGES	169.18	1,816.58	1,500.00	(316.58)	121.1
10-82-24 OFFICE SUPPLIES & POSTAGE	536.72	5,743.30	3,600.00	(2,143.30)	159.5
10-82-28 TELEPHONE	10.84	115.05	250.00	134.95	46.0
10-82-31 PROFESSIONAL & TECHNICAL	350.00	4,420.82	4,800.00	379.18	92.1
10-82-34 TECHNOLOGY UPDATE	289.86	5,907.57	5,500.00	(407.57)	107.4
10-82-61 TIPPING FEES	13,658.99	132,753.19	166,000.00	33,246.81	80.0
10-82-62 WASTE PICKUP CONTRACT	40,840.89	405,967.00	510,550.00	104,583.00	79.5
10-82-64 OTHER EXPENSES	140.47	1,545.17	15,800.00	14,254.83	9.8
10-82-65 CITY CLEANUP PROJECTS	5,585.94	17,618.67	.00	(17,618.67)	.0
TOTAL GARBAGE	67,702.89	645,904.79	787,100.00	141,195.21	82.1
<u>MISCELLANEOUS</u>					
10-99-25 TECHNOLOGY UPGRADE	3,621.62	11,393.34	20,000.00	8,606.66	57.0
10-99-80 TRANSFER TO CAPITAL IMP FUND	.00	.00	34,666.00	34,666.00	.0
10-99-82 EMERGENCY PREP	.00	1,405.89	5,000.00	3,594.11	28.1
TOTAL MISCELLANEOUS	3,621.62	12,799.23	59,666.00	46,866.77	21.5
TOTAL FUND EXPENDITURES	608,806.25	6,971,686.56	8,893,738.00	1,922,051.44	78.4
NET REVENUE OVER EXPENDITURES	(54,326.31)	1,583,527.89	.00	(1,583,527.89)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

CLASS C ROADS

<u>ASSETS</u>			
11-1190	CASH - ALLOCATION FROM GENERAL		1,269,083.72
			<u>1,269,083.72</u>
	TOTAL ASSETS		<u>1,269,083.72</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
11-2980	BALANCE BEGINNING OF YEAR	1,307,037.46	
	REVENUE OVER EXPENDITURES - YTD	(37,953.74)	
			<u>1,269,083.72</u>
	BALANCE - CURRENT DATE		<u>1,269,083.72</u>
	TOTAL FUND EQUITY		<u>1,269,083.72</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,269,083.72</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-33-56 B&C ROAD FUND ALLOTMENT	123,611.62	570,117.32	525,000.00	(45,117.32)	108.6
11-33-60 MASS TRANSIT	20,784.86	160,697.51	195,000.00	34,302.49	82.4
11-33-80 PUBLIC TRANSIT TAX	10,400.82	81,232.16	80,000.00	(1,232.16)	101.5
TOTAL SOURCE 33	154,797.30	812,046.99	800,000.00	(12,046.99)	101.5
 <u>INTEREST AND MISC REVENUE</u>					
11-38-10 INTEREST EARNINGS	.00	29,001.18	45,000.00	15,998.82	64.5
TOTAL INTEREST AND MISC REVENUE	.00	29,001.18	45,000.00	15,998.82	64.5
 <u>TRANSFERS AND CONTRIBUTIONS</u>					
11-39-10 FUND BALANCE APPROPRIATION	.00	.00	34,100.00	34,100.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	34,100.00	34,100.00	.0
 TOTAL FUND REVENUE	 154,797.30	 841,048.17	 879,100.00	 38,051.83	 95.7

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

CLASS C ROADS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
11-60-70 CLASS C ROAD FUND PROJECTS	.00	554,001.91	554,100.00	98.09	100.0
11-60-75 MASS TRANSIT PROJECTS	.00	195,000.00	195,000.00	.00	100.0
11-60-80 PUBLIC TRANSPORTATION PROJECTS	.00	80,000.00	80,000.00	.00	100.0
11-60-90 RESERVES	.00	50,000.00	50,000.00	.00	100.0
TOTAL DEPARTMENT 60	.00	879,001.91	879,100.00	98.09	100.0
TOTAL FUND EXPENDITURES	.00	879,001.91	879,100.00	98.09	100.0
NET REVENUE OVER EXPENDITURES	154,797.30	(37,953.74)	.00	37,953.74	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 MAY 31, 2026

RECREATION IMPACT FEES

<u>ASSETS</u>			
15-1190	CASH - ALLOCATION FROM GENERAL		463,622.43
			<u>463,622.43</u>
	TOTAL ASSETS		<u>463,622.43</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	(123,878.26)	
	REVENUE OVER EXPENDITURES - YTD	16,415.07	
			<u>107,463.19</u>
	BALANCE - CURRENT DATE	(107,463.19)	
	TOTAL FUND EQUITY		<u>463,622.43</u>
	TOTAL LIABILITIES AND EQUITY		<u>463,622.43</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

RECREATION IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
15-37-31 RECREATION FACILITY FEES	.00	5,376.00	100,000.00	94,624.00	5.4
TOTAL OPERATING REVENUES	.00	5,376.00	100,000.00	94,624.00	5.4
<u>INTEREST AND MISC REVENUE</u>					
15-38-10 INTEREST EARNINGS	.00	14,220.32	40,000.00	25,779.68	35.6
TOTAL INTEREST AND MISC REVENUE	.00	14,220.32	40,000.00	25,779.68	35.6
<u>TRANSFERS AND CONTRIBUTIONS</u>					
15-39-10 FUND BALANCE APPROPRIATION	.00	.00	145,000.00	145,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	145,000.00	145,000.00	.0
TOTAL FUND REVENUE	.00	19,596.32	285,000.00	265,403.68	6.9

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

RECREATION IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
15-40-31 PARK SYSTEM	.00	3,181.25	285,000.00	281,818.75	1.1
TOTAL EXPENDITURES	.00	3,181.25	285,000.00	281,818.75	1.1
TOTAL FUND EXPENDITURES	.00	3,181.25	285,000.00	281,818.75	1.1
NET REVENUE OVER EXPENDITURES	.00	16,415.07	.00	(16,415.07)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

STREET IMPACT FEES

<u>ASSETS</u>			
16-1190	CASH - ALLOCATION FROM GENERAL	171,414.39	
	TOTAL ASSETS		171,414.39
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
16-2980	BALANCE BEGINNING OF YEAR	163,536.55	
	REVENUE OVER EXPENDITURES - YTD	7,877.84	
	BALANCE - CURRENT DATE	171,414.39	
	TOTAL FUND EQUITY		171,414.39
	TOTAL LIABILITIES AND EQUITY		171,414.39

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

STREET IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
16-37-21 STREETS & TRANSPORTATION FEES	.00	2,666.64	40,000.00	37,333.36	6.7
TOTAL OPERATING REVENUES	.00	2,666.64	40,000.00	37,333.36	6.7
<u>INTEREST AND MISC REVENUE</u>					
16-38-10 INTEREST EARNINGS	.00	5,211.20	25,000.00	19,788.80	20.8
TOTAL INTEREST AND MISC REVENUE	.00	5,211.20	25,000.00	19,788.80	20.8
<u>TRANSFERS AND CONTRIBUTIONS</u>					
16-39-10 FUND BALANCE APPROPRIATION	.00	.00	340,000.00	340,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	340,000.00	340,000.00	.0
TOTAL FUND REVENUE	.00	7,877.84	405,000.00	397,122.16	2.0

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

STREET IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
16-40-21 STREET & TRANSPORT EXPENSES	.00	.00	405,000.00	405,000.00	.0
TOTAL EXPENDITURES	.00	.00	405,000.00	405,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	405,000.00	405,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	7,877.84	.00	(7,877.84)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

PARC FUND

ASSETS

44-1190	CASH - ALLOCATION TO OTHER FUN		158,954.59	
	TOTAL ASSETS			<u>158,954.59</u>

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
44-2980	BALANCE BEGINNING OF YEAR		103,446.90	
	REVENUE OVER EXPENDITURES - YTD		<u>55,507.69</u>	
	BALANCE - CURRENT DATE			<u>158,954.59</u>
	TOTAL FUND EQUITY			<u>158,954.59</u>
	TOTAL LIABILITIES AND EQUITY			<u>158,954.59</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

PARC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
44-38-10 INTEREST REVENUE	.00	3,625.07	.00	(3,625.07)	.0
44-38-20 PARC TAX	13,306.05	97,619.08	100,000.00	2,380.92	97.6
	13,306.05	101,244.15	100,000.00	(1,244.15)	101.2
TOTAL SOURCE 38					
	13,306.05	101,244.15	100,000.00	(1,244.15)	101.2
TOTAL FUND REVENUE					
	13,306.05	101,244.15	100,000.00	(1,244.15)	101.2

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

PARC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
44-40-72 CAPITAL OUTLAY - OTHER	.00	45,736.46	100,000.00	54,263.54	45.7
TOTAL DEPARTMENT 40	.00	45,736.46	100,000.00	54,263.54	45.7
TOTAL FUND EXPENDITURES	.00	45,736.46	100,000.00	54,263.54	45.7
NET REVENUE OVER EXPENDITURES	13,306.05	55,507.69	.00	(55,507.69)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

CAPITAL IMPROVEMENTS FUND

<u>ASSETS</u>		
45-1190	CASH - ALLOCATION TO OTHER FUN	8,194,572.92
		8,194,572.92
	TOTAL ASSETS	8,194,572.92
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
45-2124	OTHER BONDS	2,000.00
45-2140	INFRA PROTECTION BONDS	20,001.38
45-2150	RESTRICTED FOR ROADS	168,970.50
45-2152	MOYLE PARK DONATIONS	5,212.00
45-2157	MOYLE PARK DONATIONS-COOPER	50,000.00
		246,183.88
	TOTAL LIABILITIES	246,183.88
<u>FUND EQUITY</u>		
UNAPPROPRIATED FUND BALANCE:		
45-2950	ASSIGNED: FIRE STATION	2,000,000.00
45-2960	EQUIPMENT REPLACEMENT	174,329.36
45-2980	BALANCE BEGINNING OF YEAR	5,747,834.52
	REVENUE OVER EXPENDITURES - YTD	26,225.16
		7,948,389.04
	BALANCE - CURRENT DATE	7,948,389.04
	TOTAL FUND EQUITY	7,948,389.04
	TOTAL LIABILITIES AND EQUITY	8,194,572.92

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST AND MISC REVENUE</u>					
45-38-10 INTEREST REVENUE	.00	314,875.61	400,000.00	85,124.39	78.7
45-38-17 MISCELLANEOUS REVENUE	.00	82,604.00	.00	(82,604.00)	.0
TOTAL INTEREST AND MISC REVENUE	.00	397,479.61	400,000.00	2,520.39	99.4
<u>TRANSFERS AND CONTRIBUTIONS</u>					
45-39-10 TRANSFER FROM GENERAL FUND	.00	.00	37,296.00	37,296.00	.0
45-39-11 CAPITOL IMPROVEMENTS FUND SURP	.00	.00	2,792,704.00	2,792,704.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	2,830,000.00	2,830,000.00	.0
TOTAL FUND REVENUE	.00	397,479.61	3,230,000.00	2,832,520.39	12.3

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

CAPITAL IMPROVEMENTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
45-40-72 CAPITAL OUTLAY - OTHER	3,478.00	322,652.45	962,000.00	639,347.55	33.5
45-40-73 CAPITAL OUTLAY BUILDINGS	.00	.00	2,200,000.00	2,200,000.00	.0
45-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	48,602.00	68,000.00	19,398.00	71.5
TOTAL EXPENDITURES	3,478.00	371,254.45	3,230,000.00	2,858,745.55	11.5
TOTAL FUND EXPENDITURES	3,478.00	371,254.45	3,230,000.00	2,858,745.55	11.5
NET REVENUE OVER EXPENDITURES	(3,478.00)	26,225.16	.00	(26,225.16)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

CAPITAL PROJECT - BOND ACCOUNT

<u>ASSETS</u>			
46-1190	CASH - ALLOCATION TO OTHER FND	2,002,449.74	
	TOTAL ASSETS		<u>2,002,449.74</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>LIABILITIES</u>			
46-2124	OTHER BONDS	351,000.00	
46-2140	INFRA PROTECTION BONDS	1,512,449.74	
46-2147	OPEN SPACE BOND	139,000.00	
	TOTAL LIABILITIES		<u>2,002,449.74</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,002,449.74</u>

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

WATER FUND

ASSETS

51-1110	CASH ON HAND	(126.43)	
51-1190	CASH - ALLOCATION FROM GENERAL		3,838,146.87	
51-1311	WATER ACCOUNTS RECEIVABLE		90,498.21	
51-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(390.78)	
51-1598	INVESTMENT IN WATER STOCK		73,400.00	
51-1610	DEFERRED OUTFLOWS-PENSIONS		57,509.00	
51-1611	LAND		219,000.00	
51-1621	BUILDING		169,102.63	
51-1622	ALLOWANCE FOR DEPRECIATION-BUI	(142,115.39)	
51-1631	IMPROVEMENTS OTHER THAN BUILDI		17,062,308.58	
51-1632	ALLOWANCE FOR DEPRECIATION-IMP	(6,958,669.14)	
51-1651	MACHINERY AND EQUIPMENT		1,274,518.67	
51-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(745,531.44)	
	TOTAL ASSETS			<u>14,937,650.78</u>

LIABILITIES AND EQUITYLIABILITIES

51-2151	UTILITY DEPOSIT		26,600.00	
51-2220	WAGES PAYABLE		5,214.64	
51-2230	ST COMPENSATED ABSENCES		24,432.82	
51-2290	NET PENSION LIABILITY		42,961.00	
51-2410	DEFERRED INFLOWS-PENSIONS		193.00	
51-2530	LT COMPENSATED ABSENCES		2,154.10	
	TOTAL LIABILITIES			101,555.56

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
51-2970	CONTRA ACCOUNT 81 IMPACT FEES		297,053.91	
51-2980	BEGINNING OF YEAR		14,477,403.29	
	REVENUE OVER EXPENDITURES - YTD		61,638.02	
	BALANCE - CURRENT DATE			<u>14,836,095.22</u>
	TOTAL FUND EQUITY			<u>14,836,095.22</u>
	TOTAL LIABILITIES AND EQUITY			<u>14,937,650.78</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
51-37-11 METERED WATER SALES	86,006.99	836,249.21	875,000.00	38,750.79	95.6
51-37-12 OTHER WATER REVENUE	1,200.00	11,656.16	20,000.00	8,343.84	58.3
51-37-16 WATER CONNECTION FEE	585.00	11,605.00	30,000.00	18,395.00	38.7
51-37-17 PENALTIES	539.83	7,248.65	5,700.00	(1,548.65)	127.2
TOTAL OPERATING REVENUES	88,331.82	866,759.02	930,700.00	63,940.98	93.1
<u>INTEREST AND MISC REVENUE</u>					
51-38-10 INTEREST EARNINGS	.00	119,585.72	180,000.00	60,414.28	66.4
TOTAL INTEREST AND MISC REVENUE	.00	119,585.72	180,000.00	60,414.28	66.4
<u>TRANSFERS AND CONTRIBUTIONS</u>					
51-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	542,725.00	542,725.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	542,725.00	542,725.00	.0
TOTAL FUND REVENUE	88,331.82	986,344.74	1,653,425.00	667,080.26	59.7

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-80-11 SALARIES & WAGES	14,303.25	177,535.87	189,300.00	11,764.13	93.8
51-80-13 EMPLOYEE BENEFITS	8,839.00	103,894.86	104,700.00	805.14	99.2
51-80-14 OVERTIME WAGES	511.89	9,956.12	9,000.00	(956.12)	110.6
51-80-15 ON CALL WAGES	507.32	6,139.05	7,600.00	1,460.95	80.8
51-80-21 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	3,592.04	2,500.00	(1,092.04)	143.7
51-80-23 TRAVEL	.00	529.25	3,000.00	2,470.75	17.6
51-80-24 OFFICE SUPPLIES & POS	6,548.44	40,142.47	20,000.00	(20,142.47)	200.7
51-80-25 EQUIPMENT-SUPPLIES & MAINTENAN	1,115.32	11,490.98	21,000.00	9,509.02	54.7
51-80-26 BUILDING AND GROUNDS SUPPLIES	604.35	69,934.93	50,000.00	(19,934.93)	139.9
51-80-27 UTILITIES	3,697.49	73,755.59	35,000.00	(38,755.59)	210.7
51-80-28 TELEPHONE	318.28	3,344.46	2,500.00	(844.46)	133.8
51-80-31 PROFESSIONAL & TECHNICAL SERVI	525.00	6,631.22	25,000.00	18,368.78	26.5
51-80-33 EDUCATION	.00	430.00	1,000.00	570.00	43.0
51-80-34 TECHNOLOGY UPDATE	291.62	14,749.19	10,000.00	(4,749.19)	147.5
51-80-35 DEPRECIATION EXPENSE	.00	.00	255,000.00	255,000.00	.0
51-80-51 INSURANCE AND SURETY BONDS	73.61	9,920.68	10,200.00	279.32	97.3
51-80-62 MISCELLANEOUS SERVICES	2,022.50	46,468.27	38,000.00	(8,468.27)	122.3
51-80-63 OTHER EXPENSES	1,271.74	41,121.67	35,000.00	(6,121.67)	117.5
51-80-72 CAPITAL OUTLAY - BUILDINGS	.00	200,000.00	5,000.00	(195,000.00)	4000.0
51-80-73 CAPITOL OUTLAY - IMPROVEMENTS	4,353.69	69,790.07	764,500.00	694,709.93	9.1
51-80-74 CAPITAL OUTLAY - EQUIPMENT	.00	35,280.00	65,125.00	29,845.00	54.2
TOTAL WATER EXPENDITURES	44,983.50	924,706.72	1,653,425.00	728,718.28	55.9
TOTAL FUND EXPENDITURES	44,983.50	924,706.72	1,653,425.00	728,718.28	55.9
NET REVENUE OVER EXPENDITURES	43,348.32	61,638.02	.00	(61,638.02)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

SEWER FUND

ASSETS

52-1190	CASH - ALLOCATION TO OTHER FUN	3,201,230.22	
52-1312	SEWER ACCOUNTS RECEIVABLE	94,685.12	
52-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(300.00)	
52-1610	DEFERRED OUTFLOWS-PENSIONS	54,126.00	
52-1611	LAND	21,072.00	
52-1621	BUILDING	45,971.00	
52-1622	ALLOWANCE FOR DEPRECIATION-BUI	(45,971.00)	
52-1631	IMPROVEMENTS OTHER THAN BUILDI	8,661,627.16	
52-1632	ALLOWANCE FOR DEPRECIATION-IMP	(3,764,808.90)	
52-1651	MACHINERY AND EQUIPMENT	480,281.76	
52-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(308,535.08)	
	TOTAL ASSETS		<u>8,439,378.28</u>

LIABILITIES AND EQUITYLIABILITIES

52-2220	WAGES PAYABLE	5,214.64	
52-2230	ST COMPENSATED ABSENCES	24,431.76	
52-2290	NET PENSION LIABILITY	40,433.00	
52-2300	TSSD CLEARING ACCOUNT	116,030.90	
52-2410	DEFERRED INFLOWS-PENSIONS	181.00	
52-2530	LT COMPENSATED ABSENCES	2,154.10	
	TOTAL LIABILITIES		188,445.40

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
52-2980	BALANCE BEGINNING OF YEAR	8,260,172.51	
	REVENUE OVER EXPENDITURES - YTD	(9,239.63)	
	BALANCE - CURRENT DATE		<u>8,250,932.88</u>
	TOTAL FUND EQUITY		<u>8,250,932.88</u>
	TOTAL LIABILITIES AND EQUITY		<u>8,439,378.28</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
52-37-11 SEWER SYSTEM USAGE SALES	121,465.64	1,295,652.25	1,300,000.00	4,347.75	99.7
52-37-12 OTHER REVENUE	.00	.00	10,000.00	10,000.00	.0
52-37-16 SEWER CONNECTION FEE	585.00	3,210.00	5,000.00	1,790.00	64.2
TOTAL OPERATING REVENUES	122,050.64	1,298,862.25	1,315,000.00	16,137.75	98.8
<u>INTEREST AND MISC REVENUE</u>					
52-38-10 INTEREST EARNINGS	.00	103,140.21	160,000.00	56,859.79	64.5
TOTAL INTEREST AND MISC REVENUE	.00	103,140.21	160,000.00	56,859.79	64.5
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	369,275.00	369,275.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	369,275.00	369,275.00	.0
TOTAL FUND REVENUE	122,050.64	1,402,002.46	1,844,275.00	442,272.54	76.0

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-81-11 SALARIES & WAGES	14,303.23	180,497.79	189,300.00	8,802.21	95.4
52-81-13 EMPLOYEE BENEFITS	8,838.95	100,932.01	104,700.00	3,767.99	96.4
52-81-14 OVERTIME WAGES	511.89	9,956.12	9,000.00	(956.12)	110.6
52-81-15 ON CALL WAGES	507.32	6,139.05	7,600.00	1,460.95	80.8
52-81-23 TRAVEL	.00	816.76	2,750.00	1,933.24	29.7
52-81-24 OFFICE SUPPLIES & POSTAGE	536.71	18,901.69	18,000.00	(901.69)	105.0
52-81-25 EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	10,000.00	10,000.00	.0
52-81-26 BUILDING AND GROUND SUPPLIES	1,208.12	6,827.13	12,000.00	5,172.87	56.9
52-81-27 UTILITIES	37.82	348.33	2,200.00	1,851.67	15.8
52-81-28 TELEPHONE	278.71	2,943.86	3,900.00	956.14	75.5
52-81-31 PROFESSIONAL & TECHNICAL	350.00	4,495.82	8,000.00	3,504.18	56.2
52-81-34 TECHNOLOGY UPDATE	291.62	6,234.98	7,000.00	765.02	89.1
52-81-35 DEPRECIATION EXPENSE	.00	.00	130,000.00	130,000.00	.0
52-81-51 INSURANCE AND SURETY BONDS	73.61	9,920.68	10,200.00	279.32	97.3
52-81-62 TIMPANOGOS SPECIAL SERVICE DIS	80,093.78	746,022.74	900,000.00	153,977.26	82.9
52-81-64 OTHER EXPENSES	1,981.86	27,108.77	34,500.00	7,391.23	78.6
52-81-73 CAPITAL OUTLAY-IMPROVEMENTS	.00	254,816.36	330,000.00	75,183.64	77.2
52-81-74 CAPITAL OUTLAY - EQUIPMENT	.00	35,280.00	65,125.00	29,845.00	54.2
TOTAL SEWER EXPENDITURES	109,013.62	1,411,242.09	1,844,275.00	433,032.91	76.5
TOTAL FUND EXPENDITURES	109,013.62	1,411,242.09	1,844,275.00	433,032.91	76.5
NET REVENUE OVER EXPENDITURES	13,037.02	(9,239.63)	.00	9,239.63	.0

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

PRESSURIZED IRRIGATION FUND

ASSETS

55-1190	CASH - ALLOCATION TO OTHER FUN	1,712,240.29	
55-1282	2020 BOND FUND 0352420	20.51	
55-1311	ACCOUNTS RECEIVABLE	140,953.13	
55-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(125.70)	
55-1610	DEFERRED OUTFLOWS-PENSIONS	37,212.00	
55-1631	PRESSURIZED IRRIGATION SYSTEM	16,389,423.30	
55-1632	ACCUMULATION DEPRECIATION-IMPR	(5,463,996.88)	
55-1633	CONSTRUCTION IN PROGRESS	.70	
55-1651	MACHINERY AND EQUIPMENT	389,320.31	
55-1652	ALLOWANCE FOR DEPR'N-MACH & EQ	(297,622.64)	
55-1910	DEFERED AMOUNT ON REFUNDING	26,617.02	
	TOTAL ASSETS		12,934,042.04

LIABILITIES AND EQUITY

LIABILITIES

55-2141	ACCRUED INTEREST PAYABLE	3,040.71	
55-2220	WAGES PAYABLE	4,585.28	
55-2230	ST COMPENSATED ABSENCES	20,399.95	
55-2290	NET PENSION LIABILITY	27,798.00	
55-2410	DEFERRED INFLOWS-PENSIONS	125.00	
55-2511	CURRENT PORTION OF BONDS	356,000.00	
55-2532	BOND - 2020 WATER REFUNDING	1,473,000.00	
55-2540	LT COMPENSATED ABSENCES	2,154.10	
	TOTAL LIABILITIES		1,887,103.04

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-2970	CONTRA ACCOUNT IMPACT FEES 85	282,500.00	
55-2980	BALANCE BEGINNING OF YEAR	10,585,808.28	
	REVENUE OVER EXPENDITURES - YTD	178,630.72	
	BALANCE - CURRENT DATE		11,046,939.00
	TOTAL FUND EQUITY		11,046,939.00
	TOTAL LIABILITIES AND EQUITY		12,934,042.04

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
55-33-20 PI IRRIGATION GRANT PROJECT	.00	900,000.00	.00	(900,000.00)	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	900,000.00	.00	(900,000.00)	.0
<u>OPERATING REVENUES</u>					
55-37-11 IRRIGATION WATER SALES	145,749.36	1,197,740.78	1,150,000.00	(47,740.78)	104.2
55-37-12 OTHER REVENUE	105.00	16,306.22	1,000.00	(15,306.22)	1630.6
55-37-16 PRESSURIZED CONNECTION FEE	4,325.37	44,882.93	40,000.00	(4,882.93)	112.2
TOTAL OPERATING REVENUES	150,179.73	1,258,929.93	1,191,000.00	(67,929.93)	105.7
<u>INTEREST AND MISC REVENUE</u>					
55-38-10 INTEREST EARNINGS	.00	67,383.26	60,000.00	(7,383.26)	112.3
TOTAL INTEREST AND MISC REVENUE	.00	67,383.26	60,000.00	(7,383.26)	112.3
<u>TRANSFERS AND CONTRIBUTIONS</u>					
55-39-11 UNAPPROPRIATED FUND EQUITY	.00	.00	1,381,329.00	1,381,329.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	1,381,329.00	1,381,329.00	.0
TOTAL FUND REVENUE	150,179.73	2,226,313.19	2,632,329.00	406,015.81	84.6

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

PRESSURIZED IRRIGATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
55-40-11 SALARIES & WAGES, ADMINISTRATI	12,342.04	151,721.19	163,200.00	11,478.81	93.0
55-40-13 EMPLOYEE BENEFITS	7,759.92	90,504.79	91,700.00	1,195.21	98.7
55-40-14 OVERTIME WAGES	511.83	9,956.02	9,000.00	(956.02)	110.6
55-40-15 ON CALL WAGES	507.32	6,138.98	5,000.00	(1,138.98)	122.8
55-40-23 TRAVEL	.00	2,998.63	1,200.00	(1,798.63)	249.9
55-40-25 EQUIPMENT - SUPPLIES & MAINTEN	3,647.13	18,268.60	58,000.00	39,731.40	31.5
55-40-26 BUILDING & GROUNDS SUPPLIES	390.88	8,986.50	25,000.00	16,013.50	36.0
55-40-27 UTILITIES	738.06	140,693.73	185,000.00	44,306.27	76.1
55-40-28 TELEPHONE	277.90	2,935.10	3,500.00	564.90	83.9
55-40-29 OFFICE SUPPLIES & POSTAGE	754.15	13,911.01	12,000.00	(1,911.01)	115.9
55-40-31 PROFESSIONAL & TECHNICAL SERVI	421.08	2,456.48	5,000.00	2,543.52	49.1
55-40-32 ENGINEER SERVICES	.00	48,446.59	10,000.00	(38,446.59)	484.5
55-40-33 TECHNOLOGY UPDATE	.00	1,511.75	7,500.00	5,988.25	20.2
55-40-34 ANNUAL AUDIT - UTAH WATER	291.62	5,943.23	.00	(5,943.23)	.0
55-40-35 DEPRECIATION EXPENSE	.00	.00	223,704.00	223,704.00	.0
55-40-51 INSURANCE & SURETY BONDS	73.61	10,840.68	11,200.00	359.32	96.8
55-40-62 MISCELLANEOUS SERVICES	.00	24,075.16	33,000.00	8,924.84	73.0
55-40-63 OTHER EXPENSES	2,015.47	30,573.15	23,000.00	(7,573.15)	132.9
55-40-71 CUP WATER	.00	203,879.04	184,000.00	(19,879.04)	110.8
55-40-73 CAPITAL OUTLAY	41,262.07	991,623.04	1,267,500.00	275,876.96	78.2
55-40-74 CAPITAL OUTLAY - EQUIPMENT	.00	13,447.92	35,125.00	21,677.08	38.3
55-40-75 IRRIGATION METER REPLACEMENT	.00	812.58	.00	(812.58)	.0
55-40-80 TRUSTEE FEES	.00	1,500.00	.00	(1,500.00)	.0
55-40-83 BOND PRINCIPAL #8938222	.00	244,500.00	278,700.00	34,200.00	87.7
55-40-84 BOND INTEREST #8938222	.00	21,958.30	.00	(21,958.30)	.0
TOTAL EXPENDITURES	70,993.08	2,047,682.47	2,632,329.00	584,646.53	77.8
TOTAL FUND EXPENDITURES	70,993.08	2,047,682.47	2,632,329.00	584,646.53	77.8
NET REVENUE OVER EXPENDITURES	79,186.65	178,630.72	.00	(178,630.72)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

STORM DRAIN FUND

ASSETS

56-1190	CASH - ALLOCATION TO OTHER FUN	716,855.38	
56-1313	STORM DRAIN ACCTS RECEIVABLE	16,614.90	
56-1314	ALLOWANCE FOR DOUBTFUL ACCOUNT	(267.63)	
56-1610	DEFERRED OUTFLOWS-PENSIONS	16,915.00	
56-1611	LAND	216,055.23	
56-1631	STORM DRAIN IMPROVEMENTS	7,608,247.36	
56-1632	ALLOWANCE FOR DEPRECIATION	(2,232,306.32)	
	TOTAL ASSETS		<u>6,342,113.92</u>

LIABILITIES AND EQUITYLIABILITIES

56-2220	WAGES PAYABLE	1,439.58	
56-2230	ST COMPENSATED ABSENCES	16,340.35	
56-2290	NET PENSION LIABILITY	12,635.00	
56-2410	DEFERRED INFLOWS-PENSIONS	57.00	
56-2530	LT COMPENSATED ABSENCES	1,352.00	
	TOTAL LIABILITIES		31,823.93

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
56-2920	CONTRA IMPACT FEE	195,975.13	
56-2980	BALANCE BEGINNING OF YEAR	6,438,685.62	
	REVENUE OVER EXPENDITURES - YTD	(324,370.76)	
	BALANCE - CURRENT DATE	<u>6,310,289.99</u>	
	TOTAL FUND EQUITY		<u>6,310,289.99</u>
	TOTAL LIABILITIES AND EQUITY		<u>6,342,113.92</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
56-37-11 STORM DRAIN REVENUE	16,125.26	177,014.65	200,000.00	22,985.35	88.5
56-37-12 OTHER REVENUE	.00	.00	1,000.00	1,000.00	.0
56-37-13 SWPP FEE	600.00	5,400.00	14,000.00	8,600.00	38.6
TOTAL OPERATING REVENUES	16,725.26	182,414.65	215,000.00	32,585.35	84.8
<u>INTEREST AND MISC REVENUE</u>					
56-38-10 INTEREST EARNINGS	.00	29,469.83	47,000.00	17,530.17	62.7
TOTAL INTEREST AND MISC REVENUE	.00	29,469.83	47,000.00	17,530.17	62.7
<u>SOURCE 39</u>					
56-39-12 UNAPPROPRIATED FUND EQUITY	.00	.00	377,150.00	377,150.00	.0
TOTAL SOURCE 39	.00	.00	377,150.00	377,150.00	.0
TOTAL FUND REVENUE	16,725.26	211,884.48	639,150.00	427,265.52	33.2

ALPINE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

STORM DRAIN FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-40-11 SALARIES & WAGES, ADMINISTRATI	4,904.52	60,754.88	64,600.00	3,845.12	94.1
56-40-13 EMPLOYEE BENEFITS	3,261.67	37,668.48	39,200.00	1,531.52	96.1
56-40-14 OVERTIME WAGES	1.35	1.35	1,000.00	998.65	.1
56-40-20 PLANNING	.00	.00	500.00	500.00	.0
56-40-21 BOOKS, SUBSCRIPTIONS & MEMBERS	200.00	4,564.00	4,000.00	(564.00)	114.1
56-40-23 TRAVEL	.00	.00	650.00	650.00	.0
56-40-24 OFFICE SUPPLIES & POSTAGE	.00	171.91	500.00	328.09	34.4
56-40-26 BUILDING & GROUND SUPPLIES	.00	299.61	4,500.00	4,200.39	6.7
56-40-27 STORM DRAIN UTILITIES	45.27	497.97	.00	(497.97)	.0
56-40-34 TECHNOLOGY UPDATE	289.87	6,199.38	5,500.00	(699.38)	112.7
56-40-35 DEPRECIATION EXPENSE	.00	.00	83,500.00	83,500.00	.0
56-40-51 INSURANCE	73.61	9,920.37	10,200.00	279.63	97.3
56-40-62 MISCELLANEOUS SERVICES	102.16	4,935.12	10,000.00	5,064.88	49.4
56-40-73 CAPITAL OUTLAY	.00	411,242.17	415,000.00	3,757.83	99.1
TOTAL EXPENDITURES	8,878.45	536,255.24	639,150.00	102,894.76	83.9
TOTAL FUND EXPENDITURES	8,878.45	536,255.24	639,150.00	102,894.76	83.9
NET REVENUE OVER EXPENDITURES	7,846.81	(324,370.76)	.00	324,370.76	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

TRUST AND AGENCY FUND

ASSETS

70-1190	CASH - ALLOCATION TO OTHER FUN	742,982.52	
	TOTAL ASSETS		742,982.52

LIABILITIES AND EQUITYLIABILITIES

70-2300	BOND FOR BECK PINES PLAT A	4,167.30	
70-2301	CHERRYPOINT ROAD PRESERVATION	14,513.70	
70-2302	BOND FOR BECK PINES PLAT C	3,715.54	
70-2303	DRAINAGE BOND MCFADDEN	20,000.00	
70-2304	LEGACY HEIGHTS PLAT A	7,557.88	
70-2311	ESCROW BOND BATEMAN LANE	13,067.20	
70-2332	BROOKSIDE CT 3 FALLS SEALCOAT	3,000.00	
70-2333	RIDGE@ALPINE PHASE 5 SEALCOAT	22,860.75	
70-2334	LAYTON SUBDIVISION SEALCOAT	7,400.00	
70-2338	REGAN PACK SIDEWALK BOND	2,852.00	
70-2345	ALPINE RIDGE PHASE 5 OAK VIEW	3,323.20	
70-2346	FORT CREEK MANOR PLAT A	7,014.30	
70-2373	ALPINE VIEW ESTATES	3,509.00	
70-2384	JECCO FARM ROAD IMPROVEMENTS	1,611.00	
70-2401	20-BROOKSIDE MEADOWS ROAD FUND	13,275.00	
70-2422	CASH BOND TERRY PEARCE SITE	1,007.20	
70-2425	ESCROW BOND 1095 E WATKINS LN	880.00	
70-2430	ESCROW RIDGE DRIVE SIDEWALK	1,323.00	
70-2432	ESCROW 648 N PATTERSON LN C&G	2,400.00	
70-2445	CASH BOND FOR NORTH GROVE DR	11,866.20	
70-2446	BOND FOR BURGESS PL SIDEWALK	400.00	
70-2449	RED DEER CONSTRUCTION	6,312.00	
70-2450	PERRY/APPLE CREEK ACRES	84.00	
70-2451	ALPINE ACRES PLAT C C&G	2,240.00	
70-2453	CARL PACK STREET ESCROW	12,279.17	
70-2454	JOANN PACK STREET ESCROW	12,198.38	
70-2455	WAYNE PACK STREET ESCROW	12,198.38	
70-2456	LORRAINE WALZ STREET ESCROW	13,727.00	
70-2457	JONES SITE PLAN 253 N 200 E	547.00	
70-2458	VINTAGE PLACE B	845.00	
70-2462	20-MONTEDELLA SUBDIVISION	175,800.34	
70-2465	PEARCE (TERRY) PEARCE PLAT A	42,378.75	
70-2470	22-SILVERHAWK BOND-GRENNY	5,000.00	
70-2471	SUMMIT POINT RECLAM BOND	3,955.00	
70-2538	WILLIS BECKSTEAD - WATER MAIN	280.61	
70-2544	DON ROGERS - FORT CANYON	1,291.31	
70-2545	DON ROGERS - FORT CANYON	12,918.62	
70-2579	BOND FOR RED PINE DRIVE	2,995.00	
70-2585	VEIN TOWLE BARN BOND	24,033.15	
70-2586	BOND FOR DAVID PEIRCE 600 S	904.00	
70-2591	BOND FOR RIVER MEADOWS OFC PK	4,012.50	
	TOTAL LIABILITIES		479,743.48

FUND EQUITY

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

TRUST AND AGENCY FUND

	70-2603 ELKRIDGE LUXURY ESTATES BOND	61,160.00	
	UNAPPROPRIATED FUND BALANCE:		
70-2974	24-JACKSON HGT PLAT B SIDEWALK	7,600.00	
70-2980	BALANCE BEGINNING OF YEAR	169,371.64	
	REVENUE OVER EXPENDITURES - YTD	25,107.40	
		202,079.04	
	BALANCE - CURRENT DATE		202,079.04
	TOTAL FUND EQUITY		263,239.04
	TOTAL LIABILITIES AND EQUITY		742,982.52

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

TRUST AND AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST AND MISC REVENUE</u>					
70-38-10 INTEREST REVENUE	.00	25,107.40	34,000.00	8,892.60	73.9
TOTAL INTEREST AND MISC REVENUE	.00	25,107.40	34,000.00	8,892.60	73.9
TOTAL FUND REVENUE	.00	25,107.40	34,000.00	8,892.60	73.9

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

TRUST AND AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
70-40-64 MISCELLANEOUS EXPENSES	.00	.00	34,000.00	34,000.00	.0
TOTAL EXPENDITURES	.00	.00	34,000.00	34,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	34,000.00	34,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	25,107.40	.00	(25,107.40)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

CEMETERY PERPETUAL CARE FUND

<u>ASSETS</u>			
71-1190	CASH - ALLOCATION TO OTHER FUN		1,911,236.08
	TOTAL ASSETS		1,911,236.08
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
71-2980	BALANCE BEGINNING OF YEAR	1,773,567.67	
	REVENUE OVER EXPENDITURES - YTD	137,668.41	
	BALANCE - CURRENT DATE		1,911,236.08
	TOTAL FUND EQUITY		1,911,236.08
	TOTAL LIABILITIES AND EQUITY		1,911,236.08

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
71-33-56 CEMETERY LOT PAYMENTS	11,475.00	95,625.00	20,000.00	(75,625.00)	478.1
71-33-58 UPRIGHT MONUMENT	(3,250.00)	(1,450.00)	2,500.00	3,950.00	(58.0)
TOTAL INTERGOVERNMENTAL REVENUE	8,225.00	94,175.00	22,500.00	(71,675.00)	418.6
<u>INTEREST AND MISC REVENUE</u>					
71-38-10 INTEREST REVENUE	.00	57,093.41	45,000.00	(12,093.41)	126.9
TOTAL INTEREST AND MISC REVENUE	.00	57,093.41	45,000.00	(12,093.41)	126.9
<u>TRANSFERS AND CONTRIBUTIONS</u>					
71-39-10 FUND SURPLUS	.00	.00	102,500.00	102,500.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	102,500.00	102,500.00	.0
TOTAL FUND REVENUE	8,225.00	151,268.41	170,000.00	18,731.59	89.0

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

CEMETERY PERPETUAL CARE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
71-40-64 OTHER EXPENSES	.00	13,600.00	170,000.00	156,400.00	8.0
TOTAL EXPENDITURES	.00	13,600.00	170,000.00	156,400.00	8.0
TOTAL FUND EXPENDITURES	.00	13,600.00	170,000.00	156,400.00	8.0
NET REVENUE OVER EXPENDITURES	8,225.00	137,668.41	.00	(137,668.41)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

WATER IMPACT FEES

<u>ASSETS</u>			
81-1190	CASH - ALLOCATION FROM GENERAL		843,780.43
			<u>843,780.43</u>
	TOTAL ASSETS		<u>843,780.43</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
81-2970	CONTRA ACCOUNT IMPACT FEES 51	(297,053.91)	
81-2980	BALANCE BEGINNING OF YEAR	1,053,746.69	
	REVENUE OVER EXPENDITURES - YTD	87,087.65	
			<u>843,780.43</u>
	BALANCE - CURRENT DATE		<u>843,780.43</u>
	TOTAL FUND EQUITY		<u>843,780.43</u>
	TOTAL LIABILITIES AND EQUITY		<u>843,780.43</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
81-37-20 WATER IMPACT FEES	.00	68,616.41	135,000.00	66,383.59	50.8
TOTAL OPERATING REVENUES	.00	68,616.41	135,000.00	66,383.59	50.8
<u>INTEREST AND MISC REVENUE</u>					
81-38-10 INTEREST EARNINGS	.00	25,438.81	35,000.00	9,561.19	72.7
TOTAL INTEREST AND MISC REVENUE	.00	25,438.81	35,000.00	9,561.19	72.7
TOTAL FUND REVENUE	.00	94,055.22	170,000.00	75,944.78	55.3

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

WATER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
81-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	6,967.57	170,000.00	163,032.43	4.1
TOTAL IMPACT FEE PROJECTS	.00	6,967.57	170,000.00	163,032.43	4.1
TOTAL FUND EXPENDITURES	.00	6,967.57	170,000.00	163,032.43	4.1
NET REVENUE OVER EXPENDITURES	.00	87,087.65	.00	(87,087.65)	.0

ALPINE CITY CORPORATION
 BALANCE SHEET
 MAY 31, 2026

SEWER IMPACT FEES

<u>ASSETS</u>			
82-1190	CASH - ALLOCATION FROM GENERAL		167,608.04
	TOTAL ASSETS		<u>167,608.04</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
82-2980	BALANCE BEGINNING OF YEAR	167,430.41	
	REVENUE OVER EXPENDITURES - YTD	<u>177.63</u>	
	BALANCE - CURRENT DATE		<u>167,608.04</u>
	TOTAL FUND EQUITY		<u>167,608.04</u>
	TOTAL LIABILITIES AND EQUITY		<u>167,608.04</u>

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
82-37-20 SEWER IMPACT FEES	.00	5,800.32	25,000.00	19,199.68	23.2
TOTAL OPERATING REVENUES	.00	5,800.32	25,000.00	19,199.68	23.2
<u>INTEREST AND MISC REVENUE</u>					
82-38-10 INTEREST EARNINGS	.00	5,172.95	.00	(5,172.95)	.0
TOTAL INTEREST AND MISC REVENUE	.00	5,172.95	.00	(5,172.95)	.0
TOTAL FUND REVENUE	.00	10,973.27	25,000.00	14,026.73	43.9

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

SEWER IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
82-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	10,795.64	25,000.00	14,204.36	43.2
TOTAL IMPACT FEE PROJECTS	.00	10,795.64	25,000.00	14,204.36	43.2
TOTAL FUND EXPENDITURES	.00	10,795.64	25,000.00	14,204.36	43.2
NET REVENUE OVER EXPENDITURES	.00	177.63	.00	(177.63)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

PI IMPACT FEES

<u>ASSETS</u>			
85-1190	CASH - ALLOCATION FROM GENERAL		590,552.49
	TOTAL ASSETS		<u>590,552.49</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
85-2970	CONTRA ACCOUNT IMPACT FEES 55	(282,500.00)	
85-2980	BALANCE BEGINNING OF YEAR	870,947.91	
	REVENUE OVER EXPENDITURES - YTD	<u>2,104.58</u>	
	BALANCE - CURRENT DATE		<u>590,552.49</u>
	TOTAL FUND EQUITY		<u>590,552.49</u>
	TOTAL LIABILITIES AND EQUITY		<u>590,552.49</u>

ALPINE CITY CORPORATION
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUES</u>					
85-37-20 PI IMPACT FEES	4,833.62	103,952.12	200,000.00	96,047.88	52.0
TOTAL OPERATING REVENUES	4,833.62	103,952.12	200,000.00	96,047.88	52.0
<u>INTEREST AND MISC REVENUE</u>					
85-38-10 INTEREST EARNINGS	.00	17,292.76	27,500.00	10,207.24	62.9
TOTAL INTEREST AND MISC REVENUE	.00	17,292.76	27,500.00	10,207.24	62.9
TOTAL FUND REVENUE	4,833.62	121,244.88	227,500.00	106,255.12	53.3

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

PI IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
85-40-45 PROJECTS	.00	7,640.30	116,000.00	108,359.70	6.6
85-40-86 BOND PI INTEREST AND PRINCIPAL	.00	111,500.00	111,500.00	.00	100.0
TOTAL EXPENDITURES	.00	119,140.30	227,500.00	108,359.70	52.4
TOTAL FUND EXPENDITURES	.00	119,140.30	227,500.00	108,359.70	52.4
NET REVENUE OVER EXPENDITURES	4,833.62	2,104.58	.00	(2,104.58)	.0

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

STORM DRAIN IMPACT FEES

<u>ASSETS</u>			
86-1190	CASH - ALLOCATION FROM GENERAL		228,199.10
	TOTAL ASSETS		228,199.10
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
86-2920	CONTRA IMPACT FEE	(195,975.13)	
86-2980	BALANCE BEGINNING OF YEAR	417,892.99	
	REVENUE OVER EXPENDITURES - YTD	6,281.24	
	BALANCE - CURRENT DATE		228,199.10
	TOTAL FUND EQUITY		228,199.10
	TOTAL LIABILITIES AND EQUITY		228,199.10

ALPINE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2026

STORM DRAIN IMPACT FEES

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>OPERATING REVENUES</u>					
86-37-20 STORM DRAIN IMPACT FEES	.00	1,600.00	25,000.00	23,400.00	6.4
TOTAL OPERATING REVENUES	.00	1,600.00	25,000.00	23,400.00	6.4
<u>INTEREST AND MISC REVENUE</u>					
86-38-10 INTEREST EARNINGS	.00	4,681.24	11,000.00	6,318.76	42.6
TOTAL INTEREST AND MISC REVENUE	.00	4,681.24	11,000.00	6,318.76	42.6
<u>TRANSFERS AND CONTRIBUTIONS</u>					
86-39-10 FUND BALANCE APPROPRIATION	.00	.00	14,000.00	14,000.00	.0
TOTAL TRANSFERS AND CONTRIBUTIONS	.00	.00	14,000.00	14,000.00	.0
TOTAL FUND REVENUE	.00	6,281.24	50,000.00	43,718.76	12.6

ALPINE CITY CORPORATION
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2026

STORM DRAIN IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IMPACT FEE PROJECTS</u>					
86-80-70 CAPITAL OUTLAY - IMPACT FEE	.00	.00	50,000.00	50,000.00	.0
TOTAL IMPACT FEE PROJECTS	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	50,000.00	50,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	6,281.24	.00	(6,281.24)	.0

ALPINE CITY CORPORATION

BALANCE SHEET

MAY 31, 2026

FUND 91

ASSETS

91-1611	LAND	22,972,643.75	
91-1621	BUILDINGS	2,667,722.67	
91-1622	ALLOWANCE FOR DEPRECIATION-BUI	(73,300.48)	
91-1631	IMPROVEMENTS OTHER THAN BUILDI	45,747,264.23	
91-1632	ALLOWANCE FOR DEPR'N-OTHER BUI	(1,207,130.84)	
91-1651	MACHINERY AND EQUIPMENT	1,969,257.40	
91-1652	ALLOWANCE FOR DEPR'N-MACH./EQU	(82,040.00)	
91-1690	ACCUMULATED DEPRECIATION	(28,169,455.97)	
	TOTAL ASSETS		<u>43,824,960.76</u>

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
91-2980	BEGINNING OF YEAR	38,150,052.63	
91-2985	ADDITIONS - CURRENT YEAR	5,674,908.13	
	BALANCE - CURRENT DATE	<u>43,824,960.76</u>	
	TOTAL FUND EQUITY		<u>43,824,960.76</u>
	TOTAL LIABILITIES AND EQUITY		<u>43,824,960.76</u>

ALPINE CITY CORPORATION
BALANCE SHEET
MAY 31, 2026

GENERAL LONG-TERM DEBT

<u>ASSETS</u>			
95-1610	DEFERRED OUTFLOW PENSION	172,528.00	
95-1611	AMOUNT TO BE PROVIDED-GEN FUND	59,124.56	
	TOTAL ASSETS		231,652.56
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
95-2090	SWEEPER LEASE	.01	
95-2290	NET PENSION LIABILITY	128,882.00	
95-2410	DEFERRED INFLOWS PENSION	578.00	
	TOTAL LIABILITIES		129,460.01
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
95-2940	ACC COMP ABSENCES-CURRENT	95,592.89	
95-2950	ACC COMP ABSENCES	6,599.66	
	BALANCE - CURRENT DATE	102,192.55	
	TOTAL FUND EQUITY		102,192.55
	TOTAL LIABILITIES AND EQUITY		231,652.56

Budget Report for May 2026

Alpine City - General Fund FY 2025/2026 Budget				
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Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Taxes				
Property taxes	\$ 2,704,800	\$ 2,722,643	101%	\$ 2,730,000
Redemption taxes	225,000	332,058	148%	335,000
Sales tax	2,100,000	1,718,176	82%	2,100,000
Motor vehicle taxes	135,000	109,514	81%	135,000
Franchise fees	750,000	639,134	85%	750,000
Penalties & interest on delinquent	4,500	15,890	353%	16,500
Total Taxes	\$ 5,919,300	\$ 5,537,415	94%	\$ 6,066,500
License and Permits				
Business license & fees	\$ 25,000	\$ 21,355	85%	\$ 25,000
Plan check fees	175,000	168,413	96%	200,000
Building permits	350,000	279,463	80%	350,000
Building permit assessment	5,000	2,982	60%	5,000
Total License and Permits	\$ 555,000	\$ 472,213	85%	\$ 580,000
Intergovernmental Revenue				
Municipal grant	\$ 29,122	\$ -	0%	\$ 29,122
Boradband planning grant	-	-	0%	-
Othr grants	1,000,000	1,000,000	100%	1,000,000
Total Intergovernmental	\$ 1,029,122	\$ 1,000,000	97%	\$ 1,029,122
Charges For Service				
Zoning & subdivision fees	\$ 5,000	\$ 7,215	144%	\$ 7,500
Annexation applications	500	-	0%	500
Sale of maps and publications	250	110	44%	250
Public safety district rental	38,516	38,516	100%	38,516
Waste collections sales	730,000	743,870	102%	775,000
Youth council	3,000	5,495	183%	5,750
Sale of cemetery lots	25,000	31,875	128%	32,500
Burial fees	50,000	58,525	117%	60,000
Total Charges for Service	\$ 852,266	\$ 885,606	104%	\$ 920,016
Fines and Forfeitures				
Fines	\$ 75,000	\$ 59,948	80%	\$ 75,000
Other fines	7,000	7,975	114%	10,000
Traffic school	2,000	5,310	266%	10,000
Total Fines and Forfeitures	\$ 84,000	\$ 73,233	87%	\$ 95,000
Rents & Other Revenues				
Recycling	\$ -	\$ -	0%	\$ -
Rents & concessions	65,000	75,923	117%	82,500
Sale of City land	-	-	0%	-
Total Rents & Other Revenues	\$ 65,000	\$ 75,923	117%	\$ 82,500

Alpine City - General Fund-Continued
FY 2025/2026 Budget

Revenues-continued	Budget FY 2026	Actual To Date FY 2026	91.7% Percent Target	Year End Projected Amount
Interest & Misc Revenues				
Interest earnings	\$ 150,000	\$ 277,855	185%	\$ 175,000
Alpine Days revenue	85,000	100,022	118%	100,022
Rodeo revenue	50,000	62,074	124%	64,000
Pickleball fees	-	-	0%	-
Bicentennial books	500	590	118%	600
Sundry revenues	40,000	38,145	95%	40,000
Total Miscellaneous Revenues	\$ 325,500	\$ 478,686	147%	\$ 379,622
Transfers & Contributions				
Fund balance appropriation	\$ 28,550	\$ -	0%	\$ 28,550
Contribution from Capital Projects	-	-	-	-
Contribution for paramedic	35,000	32,137	92%	35,000
Total Contributions & Transfers	\$ 63,550	\$ 32,137	51%	\$ 63,550
Total General Fund Revenues	\$ 8,893,738	\$ 8,555,213	96%	\$ 9,216,310

**Alpine City - General Fund-Continued
FY 2025/2026 Budget**

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Administration	\$ 542,000	\$ 473,390	87%	\$ 542,000
Court	115,200	84,809	74%	105,000
Treasurer	60,500	51,518	85%	58,000
Elections	40,350	19,160	47%	27,500
Government Buildings	1,055,200	393,258	37%	500,000
Emergency Services	3,188,501	2,909,042	91%	3,188,501
Building Inspection	179,600	151,290	84%	175,000
Planning & Zoning	343,050	296,402	86%	340,000
Streets	1,703,075	1,186,189	70%	1,300,000
Parks & Recreation	604,696	569,664	94%	620,000
Cemetery	214,800	178,261	83%	214,800
Garbage	787,100	645,905	82%	758,550
Miscellaneous	59,666	12,800	21%	59,666
Total General Fund Expenditures	\$ 8,893,738	\$ 6,971,688	78%	\$ 7,889,017
Surplus/(Deficit)	\$ -	\$ 1,583,525		\$ 1,327,293
Fund Balance Beginning of Year				\$ 2,487,751
Projected Surplus/(Deficit)				\$ 1,327,293
Appropriate fund balance\Reserves				\$ (28,550)
Ending Fund Balance				\$ 3,843,594
Fund Balance Percentage				
General Fund Balance per state law needs to between 5% and 35% (Current projected fund balance)				43.22%

**CLASS C ROADS & MASS TRANSIT
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Interest earnings	\$ 45,000	\$ 29,001	64%	\$ 45,000
Class "B&C" Road allotment	525,000	570,117	109%	625,000
Mass Transit	195,000	160,698	82%	195,000
Public transit	80,000	81,232	102%	95,000
Appropriation of fund balance	34,100	-	0%	34,100
Total Revenues	\$ 879,100	\$ 841,048	96%	\$ 994,100

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Miscellaneous	\$ -	-	0%	\$ -
Class "B&C" road projects	554,100	554,002	100%	554,100
Mass Transit projects	195,000	195,000	100%	195,000
Public Transportation projects	80,000	80,000	100%	80,000
Reserves	50,000	50,000	100%	50,000
Total Capital Expenditures	\$ 879,100	\$ 879,002	100%	\$ 879,100
Surplus/(Deficit)	\$ -	\$ (37,954)		\$ 115,000

Fund Balance Beginning of Year	\$ 1,307,037
Projected Surplus/(Deficit)	\$ 115,000
Appropriate fund balance\Reserves	\$ 50,000
Ending Fund Balance	\$ 1,472,037

**Recreation Impact Fee Funds
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Recreation facility fees	\$ 100,000	\$ 5,376	5%	\$ 100,000
Interest earnings	40,000	14,220	36%	40,000
Appropriation of fund balance	145,000	-	0%	145,000
Total Revenues	\$ 285,000	\$ 19,596	7%	\$ 285,000

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Park system	\$ 285,000	3,181	1%	\$ 285,000
Miscellaneous	-	-	0%	-
Total Capital Expenditures	\$ 285,000	\$ 3,181	1%	\$ 285,000
Surplus/(Deficit)	\$ -	\$ 16,415		\$ -

Fund Balance Beginning of Year \$ 447,207

Projected Surplus/(Deficit) \$ -

Appropriate fund balance\Reserves \$ (145,000)

Ending Fund Balance \$ 302,207

**Impact Fee Funds Streets
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Streets & transportation fees	\$ 40,000	\$ 2,667	7%	\$ 40,000
Interest earnings	25,000	5,211	21%	25,000
Appropriation of fund balance	340,000	-	0%	340,000
Total Revenues	\$ 405,000	\$ 7,878	2%	\$ 405,000

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Streets & transport	\$ 405,000	-	0%	\$ 405,000
Reserves	-	-	0%	-
Total Capital Expenditures	\$ 405,000	\$ -	0%	\$ 405,000
Surplus/(Deficit)	\$ -	\$ 7,878		\$ -

Fund Balance Beginning of Year	\$ 163,536
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ (340,000)
Ending Fund Balance	\$ (176,464)

**PARC Fund
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
PARC taxes	\$ 100,000	\$ 97,619	98%	\$ 100,000
Interest earnings	-	3,625	100%	5,000
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 100,000	\$ 101,244	101%	\$ 105,000

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Capital Outlay	\$ 100,000	45,736	46%	\$ 100,000
Reserves	-	-	0%	-
Total Capital Expenditures	\$ 100,000	\$ 45,736	46%	\$ 100,000
Surplus/(Deficit)	\$ -	\$ 55,508		\$ 5,000

Fund Balance Beginning of Year **\$ 103,446**

Projected Surplus/(Deficit) **\$ 5,000**

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

Ending Fund Balance **\$ 108,446**

Alpine City - Capital Projects Fund
FY 2025/2026 Budget

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Interest revenue	\$ 400,000	\$ 314,875	79%	\$ 400,000
Transfer from General Fund	37,296	-	0%	37,296
Contributions from builders	-	-	0%	-
Miscellaneous	-	82,604	100%	82,604
Fund Balance appropriation	2,792,704	-	0%	2,792,704
Total Revenues	\$ 3,230,000	\$ 397,479	12%	\$ 3,312,604

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Capital outlay other	\$ 962,000	322,652	34%	\$ 962,000
Capital outlay buildings	2,200,000	-	0%	2,200,000
Capital outlay equipment	68,000	48,602	71%	68,000
Total Capital Expenditures	\$ 3,230,000	\$ 371,254	11%	\$ 3,230,000
Surplus/(Deficit)	\$ -	\$ 26,225		\$ 82,604

Fund Balance Beginning of Year	\$ 7,922,163
Projected Surplus/(Deficit)	\$ 82,604
Appropriate fund balance\Reserves	\$ (2,792,704)
Ending Fund Balance	\$ 5,212,063

**Alpine City - Water Utility
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Operating Revenues				
Metered water sales	\$ 875,000	\$ 836,249	96%	\$ 875,000
Other water revenue	20,000	11,656	58%	20,000
Water connection fee	30,000	11,605	39%	30,000
Penalties	5,700	7,248	127%	7,500
Total Miscellaneous Revenues	\$ 930,700	\$ 866,758	93%	\$ 932,500
Miscellaneous				
Interest earned	\$ 180,000	\$ 119,586	66%	\$ 180,000
Appropriated fund balance	542,725	-	0%	542,725
Total Utility Revenue	\$ 722,725	\$ 119,586	17%	\$ 722,725
Total Utility Fund Revenues	\$ 1,653,425	\$ 986,344	60%	\$ 1,655,225

Expenses	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Water operating	\$ 1,653,425	\$ 924,707	56%	1,300,000
Total Utility Fund Expenses	\$ 1,653,425	\$ 924,707	56%	\$ 1,300,000
Surplus/(Deficit)	\$ -	\$ 61,637		\$ 355,225
Cash Balance Beginning of Year				\$ 3,903,297
Surplus/(Deficit)				\$ 355,225
Appropriate fund balance\Reserves				\$ (542,725)
Ending Cash Balance				\$ 3,715,797

**Impact Fee Funds Water Impact Fees
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Water Impact Fees	\$ 135,000	\$ 68,616	51%	\$ 90,000
Interest earnings	35,000	25,439	73%	32,500
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 170,000	\$ 94,055	55%	\$ 122,500

Expenditures	Budget FY 2026	Actual To Date FY 2026	Target Percent Target	Year End Projected Amount
Impact fee projects	\$ 170,000	6,968	4%	\$ 170,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 170,000	\$ 6,968	4%	\$ 170,000
Surplus/(Deficit)	\$ -	\$ 87,087		\$ (47,500)

Fund Balance Beginning of Year	\$ 823,756
Projected Surplus/(Deficit)	\$ (47,500)
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 776,256

**Alpine City - Sewer Utility
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Operating Revenues				
Sewer system sales	\$ 1,300,000	\$ 1,295,652	100%	\$ 1,325,000
Other revenue	10,000	-	0%	-
Sewer connection fee	5,000	3,210	64%	5,000
Total Miscellaneous Revenues	\$ 1,315,000	\$ 1,298,862	99%	\$ 1,330,000
Miscellaneous				
Interest earned	\$ 160,000	\$ 103,140	64%	\$ 160,000
Appropriated fund balance	369,275	-	0%	369,275
Total Utility Revenue	\$ 529,275	\$ 103,140	19%	\$ 529,275
Total Utility Fund Revenues	\$ 1,844,275	\$ 1,402,002	76%	\$ 1,859,275

Expenses	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Sewer operating	\$ 1,844,275	\$ 1,411,242	77%	1,825,000
Total Utility Fund Expenses	\$ 1,844,275	\$ 1,411,242	77%	\$ 1,825,000
Surplus/(Deficit)	\$ -	\$ (9,240)		\$ 34,275
Cash Balance Beginning of Year				\$ 3,417,129
Surplus/(Deficit)				\$ 34,275.00
Appropriate fund balance\Reserves				\$ (369,275)
Ending Cash Balance				\$ 3,082,129

**Alpine City - Sewer Impact fee funds
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Sewer Impact Fees	\$ 25,000	\$ 5,800	23%	\$ 5,800
Interest earnings	-	5,173	100%	10,000
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 25,000	\$ 10,973	44%	\$ 15,800

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Sewer Impact fee projects	\$ 25,000	10,796	43%	\$ 15,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 25,000	\$ 10,796	43%	\$ 15,000
Surplus/(Deficit)	\$ -	\$ 177		\$ 800

Fund Balance Beginning of Year **\$ 162,984**

Projected Surplus/(Deficit) **\$ 800**

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

Ending Fund Balance **\$ 163,784**

**Alpine City - PI Fund
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	83.3% Percent Target	Year End Projected Amount
Operating Revenues				
Irrigation water sales	\$ 1,150,000	\$ 1,197,741	104%	1,250,000
Other revenue	1,000	16,306	1631%	17,000
PI connection fee	40,000	44,883	112%	45,000
Impact fee transfer	-	-		-
PI irrigation grant	-	900,000	100%	900,000
Total Miscellaneous Revenues	\$ 1,191,000	\$ 2,158,930	181%	\$ 2,212,000
Miscellaneous				
Interest earned	\$ 60,000	\$ 67,383	112%	\$ 75,000
Appropriated fund balance	1,381,329	-	0%	1,381,329
Total Utility Revenue	\$ 1,441,329	\$ 67,383	5%	\$ 1,456,329
Total Utility Fund Revenues	\$ 2,632,329	\$ 2,226,313	85%	\$ 3,668,329

Expenses	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
PI operating	\$ 2,632,329	\$ 2,047,682	78%	2,500,000
Total Utility Fund Expenses	\$ 2,632,329	\$ 2,047,682	78%	\$ 2,500,000
Surplus/(Deficit)	\$ -	\$ 178,631		\$ 1,168,329
Cash Balance Beginning of Year				\$ 2,557,090
Surplus/(Deficit)				\$ 1,168,329
Appropriate fund balance\Reserves				\$ (1,381,329)
Ending Cash Balance				\$ 2,344,090

**Alpine City - Pressure Irrigation Impact fee funds
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
PI Impact Fees	\$ 200,000	\$ 103,952	52%	\$ 200,000
Interest earnings	27,500	17,293	63%	57,500
Appropriation of fund balance	-	-	0%	-
Total Revenues	\$ 227,500	\$ 121,245	53%	\$ 257,500

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
PI Impact fee projects	\$ 116,000	7,640	7%	\$ 116,000
Debt service	111,500	111,500	100%	111,500
Total Capital Expenditures	\$ 227,500	\$ 119,140	52%	\$ 227,500
Surplus/(Deficit)	\$ -	\$ 2,105		\$ 30,000

Fund Balance Beginning of Year	\$ 511,597
Projected Surplus/(Deficit)	\$ 30,000
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 541,597

**Alpine City - Storm Drain Fund
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Operating Revenues				
Storm drain revenue	\$ 200,000	\$ 177,015	89%	\$ 200,000
Other revenue	1,000	-	0%	1,000
SWPP fee	14,000	5,400	39%	14,000
Storm drain impact fee		-	0%	-
Total Miscellaneous Revenues	\$ 215,000	\$ 182,415	85%	\$ 215,000
Miscellaneous				
Interest earned	\$ 47,000	\$ 29,470	63%	\$ 47,000
Appropriated fund balance	377,150	-	0%	377,150
Total Utility Revenue	\$ 424,150	\$ 29,470	7%	\$ 424,150
Total Utility Fund Revenues	\$ 639,150	\$ 211,885	33%	\$ 639,150

Expenses	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
SD operating	\$ 639,150	\$ 536,255	84%	639,150
Total Utility Fund Expenses	\$ 639,150	\$ 536,255	84%	\$ 639,150
Surplus/(Deficit)	\$ -	\$ (324,370)		\$ -
Cash Balance Beginning of Year				\$ 761,774
Surplus/(Deficit)				\$ -
Appropriate fund balance\Reserves				\$ (377,150)
Ending Cash Balance				\$ 384,624

**Alpine City - Storm Drain Impact fee funds
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	Target Percent Target	Year End Projected Amount
SD Impact Fees	\$ 25,000	\$ 1,600	6%	\$ 25,000
Interest earnings	11,000	4,681	43%	11,000
Appropriation of fund balance	14,000	-	0%	14,000
Total Revenues	\$ 50,000	\$ 6,281	13%	\$ 50,000

Expenditures	Budget FY 2026	Actual To Date FY 2026	Target Percent Target	Year End Projected Amount
SD Impact fee projects	\$ 50,000	-	0%	\$ 50,000
To reserves	-	-	0%	-
Total Capital Expenditures	\$ 50,000	\$ -	0%	\$ 50,000
Surplus/(Deficit)	\$ -	\$ 6,281		\$ -

Fund Balance Beginning of Year	\$ 225,997
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ (14,000)
Ending Fund Balance	\$ 211,997

**Alpine City - Trust & Agency Fund
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Interest revenue	\$ 34,000	\$ 25,107	74%	\$ 34,000
Total Revenues	\$ 34,000	\$ 25,107	74%	\$ 34,000

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Interest expense	\$ 34,000	-	0%	\$ 34,000
Total Expenditures	\$ 34,000	\$ -	0%	\$ 34,000
Surplus/(Deficit)	\$ -	\$ 25,107		\$ -

Fund Balance Beginning of Year	\$ 174,000
Projected Surplus/(Deficit)	\$ -
Appropriate fund balance\Reserves	\$ -
Ending Fund Balance	\$ 174,000

**Alpine City - Cemetery Perpetual Fund
FY 2025/2026 Budget**

Revenues	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Cemetery lot payments	\$ 20,000	\$ 94,175	471%	\$ 100,000
Upright Monument	2,500	-	0%	2,500
Fund appropriation	102,500	-	0%	102,500
Interest revenues	45,000	57,093	127%	70,000
Total Revenues	\$ 170,000	\$ 151,268	89%	\$ 275,000

Expenditures	Budget FY 2026	Actual To Date FY 2026	91.6% Percent Target	Year End Projected Amount
Cemetery expenses	\$ 170,000	13,600	8%	\$ 170,000
Total Expenses	\$ 170,000	\$ 13,600	8%	\$ 170,000
Surplus/(Deficit)	\$ -	\$ 137,668		\$ 105,000

Fund Balance Beginning of Year \$ 1,773,568

Projected Surplus/(Deficit) \$ 105,000

Appropriate fund balance\Reserves \$ (102,500)

Ending Fund Balance \$ 1,776,068

ALPINE CITY COUNCIL AGENDA

SUBJECT: Review of FY2026 Fraud Risk Assessment

FOR CONSIDERATION ON: 24 June 2025

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the fraud risk assessment for FY2026.

BACKGROUND INFORMATION:

The City is required to complete a fraud risk assessment each year and present it to the City Council. Included in the packet is the assessment for the current year. This item does not require action from the City Council.

STAFF RECOMMENDATION:

Review the fraud risk assessment for FY2026.

SAMPLE MOTION TO APPROVE:

No motion is required for this item.

Fraud Risk Assessment

Continued


*Total Points Earned: 375 /395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		
9. Does the entity have a formal audit committee?	X	20

*Entity Name: Alpine City

*Completed for Fiscal Year Ending: FY 2026 *Completion Date: 06/01/2026

*CAO Name: Shane Sorensen *CFO Name: David Sanderson

*CAO Signature:  *CFO Signature: _____

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

ALPINE CITY COUNCIL AGENDA

SUBJECT: Review and Approval of the Exterior Design of the Alpine Fire Station Addition/Remodel

FOR CONSIDERATION ON: June 9th, 2026

PETITIONER: Alpine City

ACTION REQUESTED BY PETITIONER: Approve the exterior design to Alpine Fire Station Addition/Remodel

REVIEW TYPE: Administrative

BACKGROUND INFORMATION:

The new Fire Station Addition/Remodel modernizes and expands operational capacity and converts the existing structure into a functioning Community Center that supports civic gatherings, events, and public activities.

The City Council requested revised building design options that more closely align with the architectural character and aesthetic vision desired for the Station's location within the City block. The intent was to evaluate and compare these alternative designs against the original concept in order to determine the preferred architectural direction for the building. These revised building design options are the first round of revised design options and were reviewed at the last City Council meeting on May 26th.

The Site Plan for the Fire Station Addition/Remodel was approved through a motion on May 26th with the condition that the exterior design be reconfigured through a joint work session with the Planning Commission and the architect.

In accordance with the approved motion, the City Council and Planning Commission, along with the project architect and contractor, had a joint work session on June 3rd to discuss and determine what the exterior materials and final design would be. A decision was made to bring another round of revised design options to the City Council for final approval of the exterior design.

Renderings of the original design and the second round of revised design options will be presented at the City Council meeting on June 9th, 2026.

GENERAL PLAN REFERENCE

- N/A

CITY CODE REFERENCE:

- Alpine Development Code 3.07
- Alpine Development Code 3.11
- Alpine Development Code 4.07
- Alpine Development Code 4.08

- Alpine Development Code 4.10

PUBLIC NOTICE:

This item does not require a public hearing but was posted as an agenda item on the Planning Commission and City Council agendas, as applicable.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the exterior design of the Alpine Fire Station Addition/Remodel based on one of the design options presented. Any change to the original design would be handled through a change order.

Motion to Approve:

I move to approve the exterior design of the Alpine Fire Station Addition/Remodel according to the original design/according to option ___ of the design options provided.

Motion to Approve with Conditions:

I move to approve the exterior design of the Alpine Fire Station Addition/Remodel according to the original design/according to option ___ of the design options provided, along with these further conditions:

*Insert conditions

Motion to Table:

I move to table consideration of the exterior design of the Alpine Fire Station Addition/Remodel to a future meeting in order to allow additional time for revisions and/or additional information, including:

*Insert additional information needed.

Motion to Deny:

I move to recommend denial of the exterior design of the Alpine Fire Station Addition/Remodel based on the following findings:

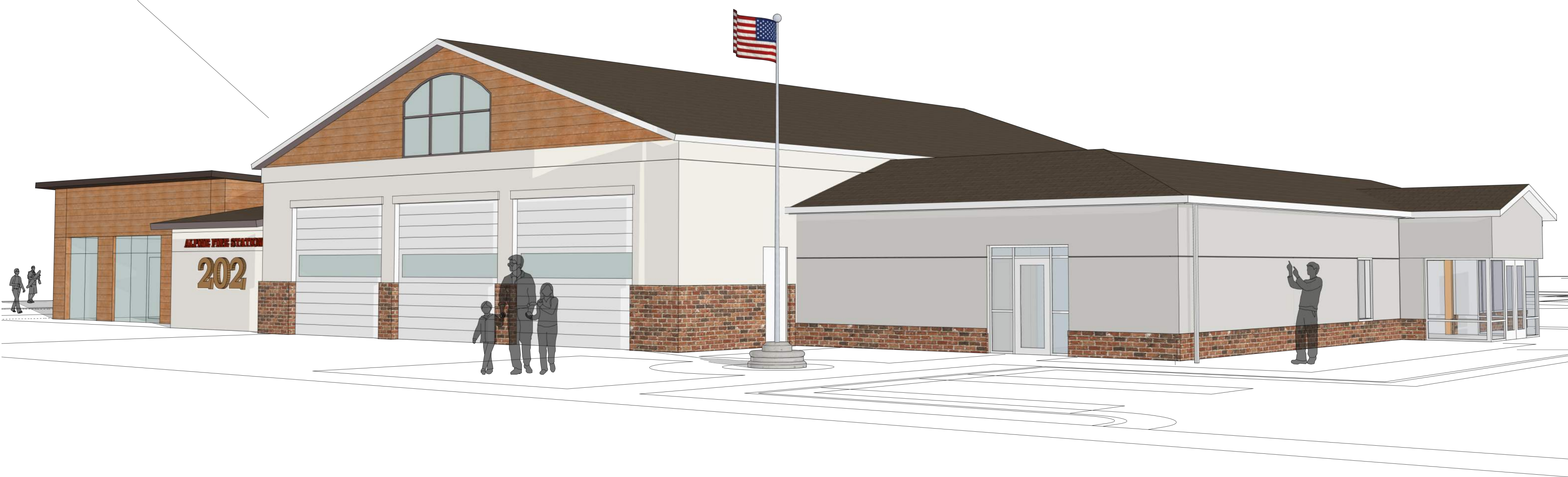
*Insert findings

REVISED DESIGN - OPTION 1

FOR CONSIDERATION, THIS OPTION HAS MINIMAL CHANGES FROM THE CURRENT DESIGN WITH THE EXCEPTION OF:

- AN UPDATED GABLED ROOF FOR THE MAIN ENTRANCE TO THE COMMUNITY CENTER
- MORE ACCURATE DEPICTION OF EXISTING EIFS (STUCCO) COLORING
- REVISED ROOF, SOFFIT, FASCIA, DOOR AND BRICK COLORS PER COUNCIL MEETING

THE INTENT WOULD BE TO COMPROMISE ON SOME OF THE COMMENTS WHILE STILL ENFORCING SOME COHESION AND SIMILARITIES TO THE HISTORIC ALPINE CITY HALL.



REVISED DESIGN - OPTION 2

FOR CONSIDERATION, THIS OPTION INCORPORATES MOST OF THE COMMENTS MADE DURING THE COUNCIL MEETING INCLUDING:

- REMOVING ALL OF THE FAUX WOOD MATERIAL
- AN UPDATED GABLED ROOF FOR THE MAIN ENTRANCE TO THE COMMUNITY CENTER
- MORE ACCURATE DEPICTION OF EXISTING EIFS (STUCCO) COLORING
- REVISED ROOF, SOFFIT, FASCIA, DOOR AND BRICK COLORS PER COUNCIL MEETING

HOWEVER, ARCHITECTURALLY THE EYEBROWS AND CORNER QUOINES ARE NOT BEING DUPLICATED IN THIS OPTION.



REVISED DESIGN - OPTION 3

FOR CONSIDERATION, THIS OPTION INCORPORATES THE COMMENTS MADE DURING THE COUNCIL MEETING INCLUDING:

- REMOVING ALL OF THE FAUX WOOD MATERIAL
- AN UPDATED GABLED ROOF FOR THE MAIN ENTRANCE TO THE COMMUNITY CENTER
- MORE ACCURATE DEPICTION OF EXISTING EIFS (STUCCO) COLORING
- REVISED ROOF, SOFFIT, FASCIA, DOOR AND BRICK COLORS PER COUNCIL MEETING
- ADDING EYEBROWS AND A TWO-TONED ACCENT BAND WHERE OCCURS

HOWEVER, ARCHITECTURALLY THE CORNER QUOINES ARE NOT BEING UTILIZED AS ALL THE BUILDING CORNERS ARE NOT SHOWN IN EIFS (STUCCO) THEREFORE THERE WOULDN'T BE CONSISTENCY.

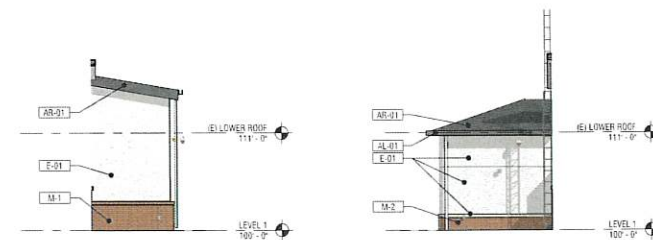




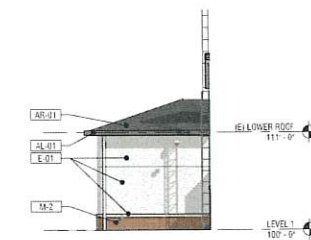
1 SOUTH ELEVATION Copy 1
1/8" = 1'-0"



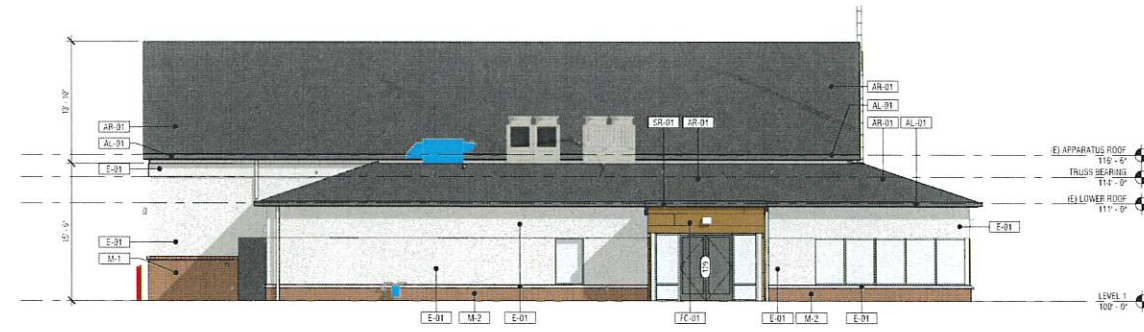
4 NORTH ELEVATION Copy 1
1/8" = 1'-0"



3 FIRE STATION WEST ELEVATION Copy 1
1/8" = 1'-0"



2 COMMUNITY ROOM EAST ELEVATION Copy 1
1/8" = 1'-0"



6 WEST ELEVATION Copy 1
1/8" = 1'-0"



5 EAST ELEVATION Copy 1
1/8" = 1'-0"

MATERIAL AND FINISH SCHEDULE								
MATERIAL DIVISION	MARK	DESCRIPTION	MANUFACTURER	PATTERN / STYLE	COLOR	SIZE	SPECIFICATION	COMMENTS
DIVISION 04 - MASONRY								
DIVISION 04 - MASONRY	CMU-02	CMU BLOCK	TO BE DETERMINED	SPLIT FACED	TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS	6" X 8" X 16" (DIMENSIONAL)	-	EXTERIOR GENERATOR AND TRASH ENCLOSURE
DIVISION 04 - MASONRY	M-1	MASONRY VENEER	SEE SPECIFICATIONS	RUNNING BOND	TONES OF RED-BROWN - FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF STANDARD AND CUSTOM COLORS	3-5/8 X 2-1/2 X 8	-	
DIVISION 04 - MASONRY	M-2	THIN BRICK MASONRY VENEER	SEE SPECIFICATIONS	RUNNING BOND	TONES OF RED-BROWN - FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF STANDARD AND CUSTOM COLORS	9/16 X 2-1/2 X 6	-	
DIVISION 05 - METALS								
DIVISION 05 - METALS	AL-01	PREFINISHED ALUMINUM FLASHING/FASCIA	BY CONTRACTOR	VARIES - SEE DETAILING	DARK CHARCOAL - FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS	VARIES - SEE DETAILS	-	
DIVISION 05 - METALS	SR-01	STANDING SEAM ROOF FASCIA	TBD - SEE SPECIFICATIONS	SEE SPECIFICATIONS	DARK CHARCOAL - FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS	SEE SPECIFICATIONS	SEE SPECIFICATIONS	
DIVISION 07 - THERMAL AND MOISTURE PROTECTION								
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	AR-01	ASPHALT ROOF SHINGLES	TBD	SEE SPECIFICATIONS	DARK CHARCOAL/LIGHT GRAY - FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS	SEE SPECIFICATIONS	SEE SPECIFICATIONS	
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	E-01	PRIMARY EPS COLOR	TBD	MATCH EXISTING	MATCH EXISTING	-	-	
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	FC-01	FIBER CEMENT BOARD PANEL	NICHHA	VINTAGEWOOD PANEL SERIES	CEGAR	SEE SPECIFICATIONS	SEE SPECIFICATIONS	
DIVISION 08 - OPENINGS								
DIVISION 08 - OPENINGS	GL-2	1" INSULATED GLASS - TINTED	-	1" INSULATED GLASS	GRAY TINT - FINAL SAMPLE TO BE APPROVED BY ARCHITECT	VARIES - SEE SCHEDULES	-	
DIVISION 08 - OPENINGS	GL-21	1" INSULATED GLASS - TINTED & TEMPERED	-	1" INSULATED GLASS	GRAY TINT - FINAL SAMPLE TO BE APPROVED BY ARCHITECT	VARIES - SEE SCHEDULES	-	
DIVISION 08 - OPENINGS	GL-4T	1/4" CLEAR GLASS - TEMPERED	-	1/4" CLEAR GLASS	CLEAR	VARIES - SEE SCHEDULES	-	

- EXTERIOR ELEVATION GENERAL NOTES**
- REFER TO THE MATERIAL AND FINISH SCHEDULES ON SHEET A202 FOR FURTHER INFORMATION.
 - CONTRACTOR TO LEAVE A 2" GAP BETWEEN ALL DISSIMILAR MATERIAL TYP TO BE FILLED WITH BACKER ROD AND SEALANT. COLOR AS SELECTED.
 - ALL EXPOSED EXTERIOR STEEL TO BE PAINTED (SEE LINTELS ETC.)
 - CONTRACTOR TO PAINT ALL VENT PIPES, EXHAUST FANS AND OTHER ROOF EQUIPMENT AND PENETRATIONS THAT ARE VISIBLE FROM THE SURROUNDING BUILDING'S STREET FRONTAGE.
 - SEE ELECTRICAL DRAWINGS FOR EXTERIOR POWER LOCATIONS, LIGHTING, HORN, STROBES, CARD READERS, ETC.
 - SEE PLUMBING DRAWINGS FOR DOWNSPOUT NOZZLE, HOSE RBN, AND FDC CONNECTION LOCATIONS, ETC.
 - EXISTING STUCCO TO BE RE-FINISHED, PATCH AND REPAIR AS REQUIRED.

Babcock Design

Salt Lake City
1/2 Exchange Place
Salt Lake City, UT 84111
801.531.1144

Boise
300 W. Main Street, Suite 940
Boise, ID 83702
208.424.7675

babcockdesign.com

Consultant

CITY OF ALPINE

ALPINE FIRE STATION #202

50 E 100 N ALPINE, UT 84004

Revisions

Rev	Description	Date

Project Number: 125116
Original Issue: 04.16.2024
Project Status: CONSTRUCTION DOCUMENTS

STATE OF UTAH
136918
LICENSED ARCHITECT

Sheet Title

EXTERIOR ELEVATIONS

Sheet Number

A202

- Brick Veneer: Approximately \$28/SF installed
 - Total estimated cost: Approximately \$35,700
- New EIFS / Stucco: Approximately \$22/SF installed
 - Total estimated cost: Approximately \$29,300
- EIFS Rework & Touch-Up: Approximately \$14/SF
 - Total estimated cost: Approximately \$26,500
- Nichiha Faux Wood Panels: Approximately \$65/SF installed
 - Total estimated cost: Approximately \$76,800

Please note these are DD budget numbers only and are intended for general comparison purposes. These are not subcontractor bid numbers at this time, but we should have more refined pricing as bid results come in over the next few weeks.

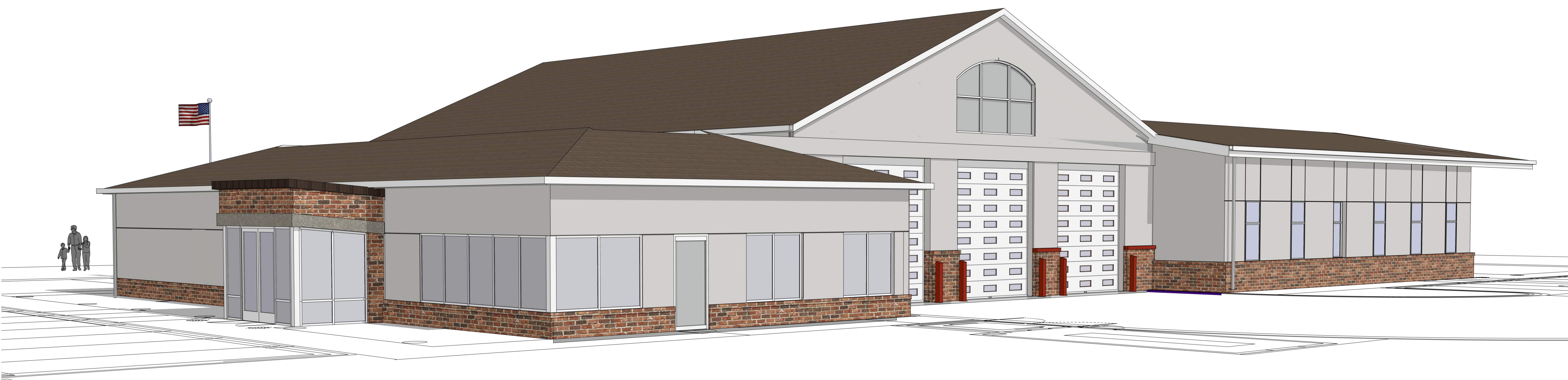
OPTION 1 - AS CURRENTLY DESIGNED

- THIS WOULD BE THE LEAST IMPACTFUL TO SCHEDULE AND COST
- UTILIZES FAUX WOOD, BRICK, AND EIFS (STUCCO) AS PRIMARY EXTERIOR MATERIALS
- GABLED ROOFS AT PRIMARY STRUCTURES, WITH SHED ROOFS AT SMALL STRUCTURES



OPTION 2 - INCREASED BRICK, NO FAUX WOOD, SHED ROOF AT COMM.

- THIS WOULD BE THE SECOND LEAST IMPACTFUL TO SCHEDULE AND COST
- UTILIZES INCREASED BRICK, AND EIFS (STUCCO) AS PRIMARY EXTERIOR MATERIALS
- WITH PRECAST CONCRETE LINTELS AS ACCENT MATERIALS
- GABLED ROOFS AT PRIMARY STRUCTURES, WITH SHED ROOFS AT SMALL STRUCTURES



OPTION 3 - INCREASED BRICK, NO FAUX WOOD, GABLE ROOF AT COMM.

- THIS WOULD BE THE THIRD LEAST IMPACTFUL TO SCHEDULE AND COST
- UTILIZES INCREASED BRICK, AND EIFS (STUCCO) AS PRIMARY EXTERIOR MATERIALS
- WITH PRECAST CONCRETE LINTELS AS ACCENT MATERIALS
- GABLED ROOFS AT PRIMARY STRUCTURES AND COMMUNITY ROOM
- SHED ROOF AT DAYROOM, DINING & KITCHEN STRUCTURE



OPTION 4

- THIS WOULD BE THE MOST IMPACTFUL TO SCHEDULE AND COST
- UTILIZES INCREASED REAL WOOD, BRICK, AND EIFS (STUCCO) AS PRIMARY EXTERIOR MATERIALS
- GABLED ROOFS AT PRIMARY STRUCTURES, WITH SHED ROOFS AT SMALL STRUCTURES



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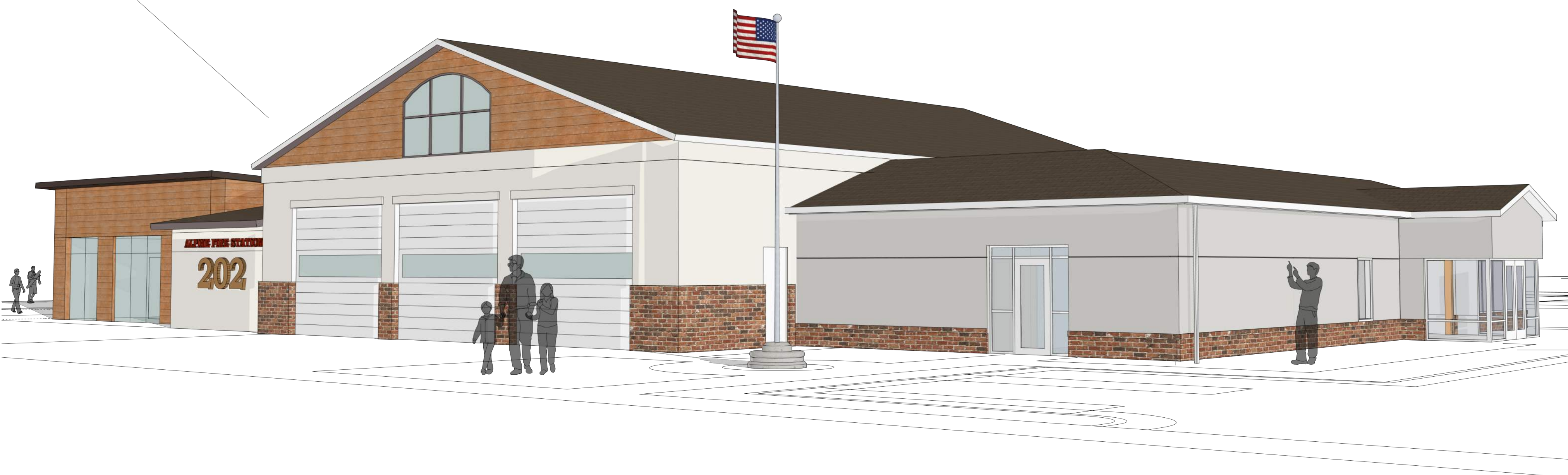
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REVISED DESIGN - OPTION 2

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ALPINE CITY COUNCIL AGENDA

SUBJECT: Resolution R2026-26: A Resolution Authorizing the Issuance of Sales Tax Revenue Bonds for the Alpine City Fire Station/Community Center Project

FOR CONSIDERATION ON: June 9, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review and adopt Resolution R2026-26 authorizing the Issue of Sales Tax Revenue Bonds for the Alpine City Fire Station/Community Center Project.

BACKGROUND INFORMATION:

With the site plan approval for the Alpine Fire Station/Community Center Project, staff have been working with Mark Anderson at Zions Public Finance to finalize the remaining funding for the project. The proposal is to fund \$2M for the project through a sales tax revenue bond. Brandon Johnson from the firm Farnsworth Johnson PLLC has been engaged as the bond attorney. He has prepared Resolution R2026-26 authorizing the issuance of sales tax revenue bonds for the project.

STAFF RECOMMENDATION

Review and approve Resolution R2026-26 authorizing the issuance of sales tax revenue bonds for the Alpine City Fire Station/Community Center Project.

SAMPLE MOTION TO APPROVE:

I move to approve Resolution R2026-26 approving amendment no. 1 to the agreement between SIRQ Construction and Alpine City, including the guaranteed maximum price.
Insert motion to approve

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to adopt Resolution R2026-26 authorizing the issuance of sales tax revenue bonds for the Alpine City Fire Station/Community Center, with the following conditions/changes:

- **insert finding**

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny Resolution R2026-26 as proposed based on the following:

- (insert finding)



June							July							August						
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	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30	31					

Day	Date	Event	Responsibility
Thursday	June 4	Bond Counsel distributes draft Delegating Parameters Resolution to the working group.	BC
Tuesday	June 9	Regular City Council meeting to consider Adoption of Parameters Resolution.	ALL
Wednesday	June 10	"Notice of Bonds to be Issued" and "Notice of Public Hearing" is posted to the Utah Public Meeting Notice Website and City website.	CR
Friday	July 10	30-day contest period ends.	
Tuesday	July 14	Public Hearing	CC,M, CA, CT, CR
Wednesday	July 22	Request for bids are sent to investment community.	CA
Wednesday	August 5	Request for bids are due.	P
Wednesday	August 5	Sign bond purchase acceptance agreement.	M
Thursday	August 13	Closing documents are delivered to the working group.	BC
Wednesday	August 19	Closing: Delivery of Funds. (11:00 am MDT)	ALL

LEGEND

BC	Bond Counsel.....	Brandon Johnson
CA	City Administrator.....	Shane Sorensen
CC	City Council.....	Members of the Alpine City Council
CR	City Recorder.....	DeAnn Parry
CT	City Treasurer.....	Carolyn Riley
MA	Mayor.....	Mayor Carla Merrill
M	Municipal Advisor.....	Zions Public Finance
P	Purchaser.....	TBD

*Preliminary, subject to change.

RESOLUTION R2026-26

A Resolution authorizing the issuance and the sale of not to exceed \$2,000,000 aggregate principal amount of Sales Tax Revenue Bonds

*** *** ***

WHEREAS, the Alpine City, Utah (the “City”) considers it necessary and desirable and for the benefit of the City to issue its Sales Tax Revenue bonds as hereinafter provided for the purpose of (a) paying all or part of the costs of the acquisition, construction, renovation and improvement of an expansion to a fire station located in the City and related facilities and buildings, and related improvements (collectively, the “Project”) and (b) 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 (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 Sales Tax Revenue Bonds in an aggregate principal amount not to exceed \$2,000,000 (the “Bonds”) pursuant to a Master Indenture of Trust (the “Master Indenture”), and a Supplemental Indenture of Trust (the “Supplemental Indenture” and, together with the Master 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 be authorized to (i) determine whether to pursue a competitive sale, private placement or negotiated sale for the sale of the Bonds, (ii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iii) if a private placement or negotiated sale is pursued, select a purchaser or underwriter for the Bonds and (iv) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Supplemental Indenture containing such terms and provisions;

WHEREAS, Section 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the “Notice of Bonds”) and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Act requires that a public hearing be held to receive input from the public with respect to the issuance of Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law (the “Notice of Public Hearing”);

WHEREAS, Section 11-14-307(7) of the Act requires the City to submit the question of whether or not to issue the Bonds to voters for their approval or rejection if, within 30 calendar days after the publication of the Notice of Public Hearing, a written petition requesting an election and signed by at least 20% of the registered voters in the City is filed with the City; and

WHEREAS, the City desires (a) to provide for the holding of a public hearing and (b) to approve the publication of the Notice of Public Hearing and to provide for the form of the written petition requesting an election, as required by law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the 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 \$2,000,000 in one or more series. 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 Master 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 Supplemental Indenture.

(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 \$2,000,000;

(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 21 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 6.00% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the Underwriter 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;

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) 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 Mayor, or (ii) in the event of the absence or incapacity of the Mayor, the City Administrator, or (iii) in the event of the absence or incapacity of both the City Administrator and the Mayor, the City Treasurer.

The City Council delegates to the Designated Officer the authority to determine whether to pursue a competitive sale, private placement or negotiated sale for the sale of the Bonds. If a private placement or negotiated sale is pursued, the Designated Officer is authorized to select a purchaser or underwriter for the Bonds and to obtain such information from potential purchasers or underwriters as he or she deems necessary to make such determination. If a competitive sale is pursued, immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the City.

After the Designated Officer makes such determinations as provided above, the Designated Officer shall execute the Supplemental Indenture containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Supplemental Indenture

shall be deemed to be incorporated in this Resolution. If the Designated Officer determines that it is in the best interest of the City, the Designated Officer may (i) waive any irregularity or informality in any bid or in the electronic bidding process or in any response to a request for information, request for proposal or request for bids; and (ii) reject any and all bids or offers to purchase the Bonds.

Section 3. Approval and Execution of the Master Indenture and the Supplemental Indenture. The Master Indenture, in substantially the form attached hereto as *Exhibit A*, and the Supplemental Indenture, in substantially the form attached hereto as *Exhibit B*, are hereby authorized and approved, and the Mayor or the Mayor Pro-Tem is hereby authorized, empowered and directed to execute and deliver the Master Indenture and the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized, empowered and directed to affix to the Master Indenture and the Supplemental Indenture the seal of the City and to attest such seal and countersign such Master Indenture and the Supplemental Indenture, with such changes to the Master Indenture and the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Mayor Pro-Tem, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Master Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The Master Indenture and the Supplemental Indenture shall constitute a “system of registration” for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. Each of the Mayor or the Mayor Pro-Tem, the City Recorder or any Deputy City Recorder, the City Administrator and the City Treasurer or the City Treasurer of the City is hereby authorized and directed to execute (a) such certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds and (b) a Continuing Disclosure Undertaking and such other certificates and documents as shall be necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws.

Section 5. 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 6. 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 7. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Section 11-14-316 of the Utah Code, the City Recorder shall cause the Notice of

Bonds, in substantially the form attached hereto as *Exhibit D*, to be to be posted on the Utah Public Notice Website.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the Bond Resolution and the form of the Supplemental Indenture attached hereto) 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 (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 8. Publication of Notice of Public Hearing. The City Recorder shall publish or cause to be published the Notice of Public Hearing on the Utah Public Notice Website no less than 14 days before the public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit E*.

Section 9. Form of Petition. The form of the petition to be used by registered voters in requesting that an election be called to authorize the Bonds shall be in substantially the form attached hereto as *Exhibit F*.

Section 10. 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 11. 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 12. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the City Council of the Alpine City, Utah, this June 9, 2026.

ALPINE CITY, UTAH

Mayor

ATTEST:

City Recorder

EXHIBIT A
[FORM OF MASTER INDENTURE]

EXHIBIT B

[FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C
[RESERVED]

EXHIBIT D

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on June 9, 2026, the City Council (the "*Council*") of the Alpine City, Utah (the "*City*"), adopted a resolution (the "*Resolution*") in which it authorized and approved the issuance of its Sales Tax Revenue Bonds (the "*Bonds*") in one or more series, in an aggregate principal amount of not to exceed \$2,000,000, to bear interest at a rate or rates of not to exceed 6.00% per annum, and to mature not later than 21 years from their date or dates and to be sold at a discount from par not to exceed 2.00%. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the Master Indenture, described below, and the final form of the Bonds and Supplemental Indenture, described below.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of financing all or a portion of the cost of the acquisition, construction, renovation and improvement of an expansion to a fire station located in the City and related facilities and buildings, and related improvements (collectively the "*Project*") and (b) paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds. The Bonds are to be issued and sold by the City pursuant to the Resolution and copies of a Master Indenture of Trust (the "*Master Indenture*") and a Supplemental Indenture of Trust (the "*Supplemental Indenture*" and, together with the Supplemental Indenture, the "*Indenture*"), that were before the Council and attached to the Resolution at the time of the adoption of the Resolution. The Council will adopt the bond resolution and the City will cause the Indenture to be executed and delivered, in each case in such form and with such changes thereto as the Council shall approve upon the adoption of the bond resolution, *provided* that the principal amount, interest rate or rates, maturity and discount, if any, will not exceed the respective maximums described above.

The repayment of the Bonds will be secured by a pledge of the legally available revenues from the Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code (the "*Pledged Taxes*").

The City currently has no bonds outstanding that are secured by the Pledged Taxes. More detailed information relating to the City's outstanding bonds can be found in the City's most recent Annual Comprehensive Financial Report that is available on the Office of the Utah State Auditor's website (auditor.utah.gov). 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 \$3,569,300.

A copy of the Resolution (including the drafts of the Indenture attached to the Resolution) is on file in the office of the City Recorder at City Hall, 20 N. 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 Trust Indenture 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 June 9, 2026.

ALPINE CITY, UTAH

EXHIBIT E

**ALPINE CITY, UTAH
NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE
SALES TAX REVENUE BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “*Council*”) of the Alpine City, Utah (the “*City*”), shall hold a public hearing to receive input from the public with respect to the issuance of its Sales Tax Revenue Bonds (the “*Bonds*”) to finance all or a portion of the cost of acquisition, construction, renovation and improvement of an expansion to a fire station located in the City and related facilities and buildings, and related improvements (collectively the “*Project*”) 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 Project and (2) 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 in an aggregate principal amount not exceeding \$2,000,000.

SALES TAXES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds all of the legally available revenues from Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code and franchise taxes levied by the City.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting that begins at 6:00 p.m. on July 14, 2026. The public hearing will be held at the regular meeting place of the Council at 20 N. Main Street, in Alpine, Utah. All members of the public are invited to attend and participate in the public hearing. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is 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.

NOTICE OF RIGHT TO FILE PETITION TO HOLD AN ELECTION

NOTICE IS FURTHER GIVEN that pursuant to Section 11-14-307(7), Utah Code, if within 30 calendar days of the publication of this notice on June 10, 2026, a written petition requesting an election and signed by at least twenty percent (20%) of the registered voters of the City is filed with the City, then the City shall submit the question of whether or not to issue the Bonds to the voters of the City for their approval or rejection.

If no written petition is filed or if fewer than 20% of the registered voters of the City sign a written petition, in either case, within 30 calendar days of the final publication of this notice on June 10, 2026, the City may proceed to issue the Bonds without an election.

DATED JUNE 9, 2026.

ALPINE CITY, UTAH

EXHIBIT F

PETITION

To: City Recorder
Alpine City, Utah

We, the undersigned citizens and registered voters of the Alpine City, Utah (the “*City*”), respectfully request that an election be called by the City Council of the City, pursuant to the provisions of Section 11-14-307(7), Utah Code Annotated 1953, as amended, to authorize the issuance by the City of its Sales Tax Revenue Bonds, in a maximum principal amount not exceeding \$2,000,000, as to which notice of intention to issue was published on June 10, 2026, on the Utah Public Notice Website and each for himself or herself says: I have personally signed this petition; I am a registered voter of the Alpine City, Utah; my residence and post office address are correctly written after my name:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, _____, of _____, hereby certify that I am a registered voter of the Alpine City, Utah, that all the names which appear on this sheet were signed by persons who professed to be the persons whose names appear thereon, and each of them signed his or her name thereto in my presence, I believe that each has printed and signed his or her name, and written his or her post office address and residence correctly, and that each signer is a registered voter of the Alpine City, Utah.

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public (or other official title)

ALPINE CITY, UTAH

SALES TAX REVENUE BONDS

MASTER TRUST INDENTURE

BETWEEN

ALPINE CITY, UTAH

AND

[TRUSTEE], NATIONAL ASSOCIATION

Dated as of [Document Date], 2026

TABLE OF CONTENTS

SECTION	PAGE
ARTICLE I	DEFINITIONS, STATUTORY AUTHORITY AND EQUALITY OF BONDS ERROR! BOOKMARK NOT DEFINED.
Section 1.01.	Definitions..... Error! Bookmark not defined.
Section 1.02.	Authority for the Indenture Error! Bookmark not defined.
Section 1.03.	Indenture to Constitute a Contract; Equal Security .. Error! Bookmark not defined.
Section 1.04.	Special Obligations Error! Bookmark not defined.
ARTICLE II	AUTHORIZATION AND ISSUANCE OF BONDS..... ERROR! BOOKMARK NOT DEFINED.
Section 2.01.	Authorization of Bonds..... Error! Bookmark not defined.
Section 2.02.	General Provisions for the Issuance of Bonds ... Error! Bookmark not defined.
Section 2.03.	Special Provisions for the Issuance of Construction Bonds Error! Bookmark not defined.
Section 2.04.	Special Provisions for the Issuance of Refunding Bonds Error! Bookmark not defined.
Section 2.05.	Conditions for Issuance of Bond Anticipation Notes Error! Bookmark not defined.
Section 2.06.	Reserved..... Error! Bookmark not defined.
Section 2.07.	Provisions Regarding Bonds Secured by a Security Instrument Error! Bookmark not defined.
ARTICLE III	TERMS AND PROVISIONS OF BONDS ERROR! BOOKMARK NOT DEFINED.
Section 3.01.	Terms of Bonds..... Error! Bookmark not defined.
Section 3.02.	Execution of Bonds..... Error! Bookmark not defined.
Section 3.03.	Transfer of Fully-Registered Bonds..... Error! Bookmark not defined.
Section 3.04.	Exchange of Bonds Error! Bookmark not defined.
Section 3.05.	Bond Registration Books Error! Bookmark not defined.
Section 3.06.	Temporary Bonds..... Error! Bookmark not defined.
Section 3.07.	Bonds Mutilated, Lost, Destroyed or Stolen..... Error! Bookmark not defined.
ARTICLE IV	REDEMPTION OF BONDS..... ERROR! BOOKMARK NOT DEFINED.
Section 4.01.	Privilege of Redemption of Bonds..... Error! Bookmark not defined.
Section 4.02.	Selection of Bonds for Redemption..... Error! Bookmark not defined.
Section 4.03.	Notice of Redemption Error! Bookmark not defined.
Section 4.04.	Partial Redemption of Registered Bonds..... Error! Bookmark not defined.
Section 4.05.	Effect of Redemption Error! Bookmark not defined.
Section 4.06.	Disposition of Redeemed Bonds..... Error! Bookmark not defined.

ARTICLE V	PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF.....	ERROR! BOOKMARK NOT DEFINED.
Section 5.01.	The Pledge Effected by the Indenture..	Error! Bookmark not defined.
Section 5.02.	Confirmation and Establishment of Funds	Error! Bookmark not defined.
Section 5.03.	Construction Fund.....	Error! Bookmark not defined.
Section 5.04.	Revenues and Revenue Fund	Error! Bookmark not defined.
Section 5.05.	Reserved.....	Error! Bookmark not defined.
Section 5.06.	Flow of Funds	Error! Bookmark not defined.
Section 5.07.	Principal and Interest Fund — Debt Service Account.....	Error! Bookmark not defined.
Section 5.08.	Principal and Interest Fund — Debt Service Reserve Account.....	Error! Bookmark not defined.
Section 5.09.	Reserved.....	Error! Bookmark not defined.
Section 5.10.	Purchase of Bonds.....	Error! Bookmark not defined.
ARTICLE VI	COVENANTS OF THE ISSUER	ERROR! BOOKMARK NOT DEFINED.
Section 6.01.	Punctual Payment of Bonds	Error! Bookmark not defined.
Section 6.02.	No Impairment of Revenues	Error! Bookmark not defined.
Section 6.03.	Against Encumbrances.....	Error! Bookmark not defined.
Section 6.04.	Covenant of State of Utah.....	Error! Bookmark not defined.
Section 6.05.	Accounts and Reports	Error! Bookmark not defined.
Section 6.06.	Compliance With Indenture.....	Error! Bookmark not defined.
Section 6.07.	Power to Issue Bonds and Pledge Revenues and Other Funds.....	Error! Bookmark not defined.
Section 6.08.	General.....	Error! Bookmark not defined.
ARTICLE VII	THE TRUSTEE AND THE PAYING AGENTS	ERROR! BOOKMARK NOT DEFINED.
Section 7.01.	Appointment of Trustee	Error! Bookmark not defined.
Section 7.02.	Paying Agents; Appointment and Acceptance of Duties; Removal	Error! Bookmark not defined.
Section 7.03.	Terms and Conditions of the Trusts.....	Error! Bookmark not defined.
Section 7.04.	Intervention by the Trustee	Error! Bookmark not defined.
Section 7.05.	Successor Trustee.....	Error! Bookmark not defined.
Section 7.06.	Concerning Any Successor Trustee	Error! Bookmark not defined.
Section 7.07.	Compensation of the Trustee and Its Lien	Error! Bookmark not defined.
Section 7.08.	Appointment of Co-Trustee	Error! Bookmark not defined.
Section 7.09.	Appointment, Duties and Term of Remarketing Agent.....	Error! Bookmark not defined.
Section 7.10.	Appointment, Duties and Term of Transfer Agent...	Error! Bookmark not defined.
Section 7.11.	Appointment, Duties and Term of Indexing Agent ..	Error! Bookmark not defined.

ARTICLE VIII	MODIFICATION OR AMENDMENT OF INDENTURE .. ERROR! BOOKMARK NOT DEFINED.
Section 8.01.	Amendments Permitted..... Error! Bookmark not defined.
Section 8.02.	Bondowners’ Meetings Error! Bookmark not defined.
Section 8.03.	Amendment by Written Consent Error! Bookmark not defined.
Section 8.04.	Disqualified Bonds..... Error! Bookmark not defined.
Section 8.05.	Effect of Modification or Amendment Error! Bookmark not defined.
Section 8.06.	Endorsement or Replacement of Bonds Issued After Amendments Error! Bookmark not defined.
ARTICLE IX	EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS ERROR! BOOKMARK NOT DEFINED.
Section 9.01.	Events of Default Error! Bookmark not defined.
Section 9.02.	Acceleration Error! Bookmark not defined.
Section 9.03.	Accounting and Examination of Records After Default..... Error! Bookmark not defined.
Section 9.04.	Application of Revenues and Other Moneys After Default..... Error! Bookmark not defined.
Section 9.05.	Rights and Remedies of Bondowners .. Error! Bookmark not defined.
Section 9.06.	Appointment of Receiver..... Error! Bookmark not defined.
Section 9.07.	Non-Waiver..... Error! Bookmark not defined.
Section 9.08.	Remedies Not Exclusive..... Error! Bookmark not defined.
ARTICLE X	DEPOSITS AND INVESTMENT OF FUNDS. ERROR! BOOKMARK NOT DEFINED.
Section 10.01.	Deposits..... Error! Bookmark not defined.
Section 10.02.	Investment of Funds..... Error! Bookmark not defined.
ARTICLE XI	DEFEASANCE ERROR! BOOKMARK NOT DEFINED.
Section 11.01.	Discharge of Indebtedness Error! Bookmark not defined.
Section 11.02.	Unclaimed Moneys Error! Bookmark not defined.
ARTICLE XII	MISCELLANEOUS ERROR! BOOKMARK NOT DEFINED.
Section 12.01.	Limited Liability of Issuer Error! Bookmark not defined.
Section 12.02.	Benefits of Indenture Limited to Parties..... Error! Bookmark not defined.
Section 12.03.	Successor Is Deemed Included in All References to Predecessor Error! Bookmark not defined.
Section 12.04.	Execution of Documents by Bondowners..... Error! Bookmark not defined.
Section 12.05.	System of Registration..... Error! Bookmark not defined.
Section 12.06.	Plan of Financing Error! Bookmark not defined.
Section 12.07.	Notice; Waiver of Notice Error! Bookmark not defined.
Section 12.08.	Cremation or Destruction of Canceled Bonds ... Error! Bookmark not defined.
Section 12.09.	Governing Law Error! Bookmark not defined.
Section 12.10.	Article and Section Headings..... Error! Bookmark not defined.

Section 12.11. Partial Invalidity.....**Error! Bookmark not defined.**
Signatures.....**Error! Bookmark not defined.**

**MASTER TRUST INDENTURE
SALES TAX REVENUE BONDS**

THIS MASTER TRUST INDENTURE, dated as of [Document Date], 2026, by and between Alpine City, Utah (the “*Issuer*”), a political subdivision of the State of Utah, and [Trustee], National Association, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trust hereby created, and having its principal place of business in Salt Lake City, Utah (the “*Trustee*”):

WITNESSETH:

WHEREAS, the Issuer desires to undertake the acquisition, improvement or extension of one or more improvements, facilities or property (or interests therein) which the Issuer is authorized by law to acquire and to finance the cost of such acquisition, improvement or extension by the issuance of sales tax revenue bonds as authorized by law, all payable on a parity as to Revenues of the Issuer as provided herein;

NOW, THEREFORE, the Issuer and the Trustee agree as follows for the benefit of the other and for the benefit of the owners of the Bonds issued pursuant to this Indenture:

GRANTING CLAUSE

In order to secure the payment of Principal Installment, Redemption Price and interest on the Bonds and of Repayment Obligations in accordance with their terms and the provisions of the Indenture, and to secure the observance and performance of all the covenants contained herein, in the Bonds, and in the Repayment Obligations, the Issuer hereby assigns and pledges to the Trustee and grants to the Trustee a security interest in all right, title and interest of the Issuer in and to (1) the proceeds of sale of the Bonds, (2) the Revenues, and (3) all Funds established or confirmed by the Indenture (except as provided in Section 5.01), including the investments, if any, thereof, subject to any required rebate of all or a portion of the earnings on such investments to the United States of America pursuant to the requirements of Section 148(f) of the Code, and all other rights hereinafter granted for the further securing of said Bonds and Repayment Obligations (collectively, the “*Trust Estate*”), subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein, such Trust Estate to be held:

FIRST, for the equal and proportionate benefit, security and protection of all Bondholders, and all Security Instrument Issuers, without preference, priority or distinction as to security or otherwise of any of the Bonds, or Security Instrument Repayment Obligations over any of the others, except as otherwise expressly provided in or permitted by the Indenture, by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever; and

SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Issuers, without preference, priority or distinction as to security or otherwise of any Reserve Instrument Repayment Obligations over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

DEFINITIONS, STATUTORY AUTHORITY AND EQUALITY OF BONDS

Section 1.01. Definitions. Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

ACCOUNT

“Account” means one of the accounts established pursuant to Section 5.02.

ACCOUNTANT’S CERTIFICATE

“Accountant’s Certificate” means a certificate signed by an Independent Public Accountant.

ACCRUED AGGREGATE DEBT SERVICE

“Accrued Aggregate Debt Service” means, as of any date of calculation, the sum of the amounts of Accrued Debt Service with respect to all Series of Bonds and all Security Instrument Repayment Obligations.

ACCRUED DEBT SERVICE

“Accrued Debt Service” means, as of any date of calculation, the amount of Debt Service that has accrued with respect to any Series of Bonds and any related Security Instrument Repayment Obligation, calculating the Debt Service that has accrued with respect to each Series of Bonds (other than Pledged Bonds) and each related Security Instrument Repayment Obligation as an amount equal to the sum of (1) the interest on the Bonds of such Series and on any related Security Instrument Repayment Obligation that has accrued and is unpaid and that will have accrued by the end of the then current calendar month, and (2) that portion of all Principal Installments payable within the twelve-month period following the date of calculation for the Bonds of such Series (other than Bond Anticipation Notes) and on any related Security Instrument Repayment Obligation that would have accrued (if deemed to accrue in the same manner as interest accrues) by the end of the then current calendar month.

ACT

“*Act*” means, collectively, the Local Government Bonding Act, Title 11, Chapter 14 of the Utah Code, the Utah Refunding Bond Act, Title 11, Chapter 27 of the Utah Code, and all laws amendatory thereof or supplemental thereto.

AGGREGATE DEBT SERVICE

“*Aggregate Debt Service*” means, as of the date of calculation and with respect to any period, the sum of the amounts of Debt Service for all Series of Bonds Outstanding and any Repayment Obligations outstanding for such period.

AUTHORIZED OFFICER

“*Authorized Officer*” means the City Manager, the Finance Director, the Mayor, the City Treasurer, the City Recorder and any other person authorized by resolution of the Governing Body or otherwise authorized and designated in writing by the Issuer to perform the act or sign the document in question.

BOND ANTICIPATION NOTES

“*Bond Anticipation Notes*” means bonds, notes, interim certificates or other evidences of indebtedness issued by the Issuer pursuant to the provisions of Section 2.05 and the Act in advance of the permanent financing of the Issuer for a Project pursuant to the provisions of the Act.

BOND PAYMENTS

“*Bond Payments*” means any amount payable from time to time as Principal Installments, Redemption Price or Purchase Price of and interest on the Bonds.

BONDOWNER

“*Bondowner,*” “*Owner of Bonds,*” “*Owner,*” “*Bondholder,*” “*Holder of Bonds*” or “*Holder*” or any similar term, means any person who shall be the registered owner of any Bond or Bonds.

BONDS

“*Bonds*” means the bonds, notes or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to the Indenture.

BUSINESS DAY

“*Business Day*” means a day of the year that is not a Saturday, Sunday or legal holiday in the State of Utah or a day on which the Trustee, any Security Instrument Issuer or any Reserve Instrument Issuer is authorized or permitted to close.

CALENDAR YEAR

“*Calendar Year*” means the period commencing on January 1 of each year and terminating on the next succeeding December 31.

CODE

“*Code*” means the Internal Revenue Code of 1986, as amended and supplemented from time to time. Each reference herein to a section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to the Bonds or the use of the proceeds thereof.

CONSTRUCTION BONDS

“*Construction Bonds*” means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 2.03, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

CONSTRUCTION FUND

“*Construction Fund*” means the Fund by that name established in Section 5.02.

COST OF CONSTRUCTION

“*Cost of Construction*” means the costs of the Issuer properly attributable to the financing, acquisition, design, construction, reconstruction, modification or improvement of a particular Project, and all expenses preliminary and incidental thereto incurred by the Issuer in connection therewith and in the issuance of the Bonds, including all engineering, fiscal and legal expenses and costs of issuance, printing and advertising for which funds may be disbursed from the Construction Fund and the establishment of necessary reserves and payment of interest during construction, including, but not limited to:

- (1) payment of the costs of acquiring, constructing, reconstructing, modifying, or improving a Project;
- (2) payment of the initial or acceptance fee of the Trustee;

(3) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Cost of Construction;

(4) costs for the obtaining of any insurance policy or policies or surety bonds with respect to a Project by the Issuer during the acquisition, design, construction, reconstruction, modification or improvement of such Project;

(5) payment of audit fees and all expenses for maintenance of construction records required to be kept with respect to a Project;

(6) payment of the costs of any necessary litigation and the obtaining of all necessary permits, licenses and rulings;

(7) payment of the costs of issuance of the Bonds, including, but not limited to, legal, accounting, fiscal agent and underwriting fees and expenses, payments and fees due under any agreement pursuant to which any Series of Bonds is sold, bond insurance premiums, bond discount, printing and engraving costs and fees of rating agencies, incurred in connection with the authorization, sale and issuance of the Bonds and preparation of the Indenture and Supplemental Indenture pursuant to which the Bonds will be issued and fees, charges or other amounts coming due under any Security Instrument or Reserve Instrument;

(8) the amount, if any, to be deposited into the Construction Fund pursuant to paragraph (10) of Section 2.02(a), representing interest on the Bonds estimated to fall due during the period of construction of a Project and for not more than 12 months thereafter;

(9) the amount, if any, to be deposited into the Debt Service Reserve Account pursuant to paragraph (11) of Section 2.02(a);

(10) payment of principal of and interest on Bond Anticipation Notes, if any, issued by the Issuer in connection with the acquisition, construction, reconstruction, modification or improvement of a Project;

(11) payment of any other costs and expenses relating to a Project, including, but not limited to, Security Instrument Costs, Reserve Instrument Costs and fees and expenses of the Trustee during the acquisition, construction, reconstruction, modification or improvement of a Project; and

(12) amounts necessary to provide working capital related to a Project to the extent permitted by law.

CROSS-OVER DATE

“*Cross-over Date*” means with respect to Cross-over Refunding Bonds the date on which the principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

CROSS-OVER REFUNDED BONDS

“*Cross-over Refunded Bonds*” means Bonds refunded by Cross-over Refunding Bonds.

CROSS-OVER REFUNDING BONDS

“*Cross-over Refunding Bonds*” means Bonds issued for the purpose of refunding Bonds if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code Annotated 1953, as amended, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

DEBT SERVICE

“*Debt Service*” means for any particular Fiscal Year and for any Series of Bonds, for any Security Instrument Repayment Obligations under a Security Instrument Agreement and for any Reserve Instrument Repayment Obligations under a Reserve Instrument Agreement, an amount equal to the sum of:

- (a) all interest (net of any amounts deposited with the Trustee pursuant to Section 2.03(b)(2) and available to pay interest on Bonds) payable during such Fiscal Year on such Bonds (other than Pledged Bonds) and on any Repayment Obligations then outstanding, plus
- (b) the Principal Installment or Installments during such Fiscal Year on (i) such Bonds (other than Bond Anticipation Notes), calculated on the assumption that Bonds and on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (ii) any Repayment Obligations;

provided, however, for any Series of Variable Rate Bonds or related Repayment Obligations, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at the average of the variable rates applicable to such Series of Variable Rate Bonds or related Repayment Obligations during any twenty-four month period (or a shorter period, commencing on the date of issuance of a Series of Variable Rate Bonds or the date of incurring the related Repayment Obligations) ending within thirty (30) days prior to the date of computation, or, with respect to any Series of Variable Rate Bonds or related Repayment Obligations for which

such an average of the variable rates cannot be determined, at a rate certified by the Issuer's financial advisor, underwriter or other agent, including a remarketing agent, to be the rate of interest such Series of Variable Rate Bonds or related Repayment Obligations would bear if issued in the same amount, with the same maturity or maturities and with the same security, but bearing interest at a fixed rate; and *further provided, however*, that there shall be excluded from "Debt Service" (1) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, (2) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code Annotated 1953, as amended, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal, and (3) Pre-funded Debt Service for the purpose of calculating Aggregate Debt Service.

DEBT SERVICE ACCOUNT

"Debt Service Account" means the Account in the Principal and Interest Fund by that name established in Section 5.02.

DEBT SERVICE RESERVE ACCOUNT

"Debt Service Reserve Account" means the Debt Service Reserve Account in the Principal and Interest Fund established in Section 5.02.

DEBT SERVICE RESERVE REQUIREMENT

"Debt Service Reserve Requirement" means, with respect to any Series of Bonds for which a Series Subaccount has been established in the Debt Service Reserve Account corresponding to such Series of Bonds, as the case may be, the amount, if any, specified in the Supplemental Indenture establishing such Series Subaccount.

DEPOSITARY

"Depositary" means any bank or trust company selected by the Issuer and satisfactory to the Trustee as a depositary of moneys and securities held under the provisions of the Indenture and may include the Trustee.

ESCROWED INTEREST

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code Annotated 1953, as amended, in connection with the issuance of Bonds or Cross-over Refunding Bonds secured by such Cross-over Refunding Bonds or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

ESTIMATED COMPLETION DATE

“*Estimated Completion Date*” means the estimated date upon which a Project will have been substantially completed in accordance with the Plans and Specifications applicable thereto as that date shall be set forth in the Engineer’s Certificate.

EVENT OF DEFAULT

“*Event of Default*” has the meaning specified in Section 9.01.

FIDUCIARY OR FIDUCIARIES

“*Fiduciary*” or “*Fiduciaries*” means a Depository, the Trustee, the Paying Agent or any or all of them, as may be appropriate.

FISCAL YEAR

“*Fiscal Year*” means the annual accounting period of the Issuer as from time to time in effect, initially a period commencing on July 1 and ending on the next succeeding June 30.

FITCH

“*Fitch*” means Fitch Ratings, its successors and assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

FUND

“*Fund*” means one of the funds confirmed and established pursuant to Section 5.02. The term “Fund” does not include any Rebate Fund.

GOVERNING BODY

“*Governing Body*” means the governing body of the Issuer provided for pursuant to law.

GOVERNMENT OBLIGATIONS

“*Government Obligations*” means:

- (1) Direct obligations (including obligations issued or held in book-entry form on the books of the Department of Treasury) of the United States of America, securities unconditionally guaranteed by, or backed by the full faith and credit of, the United States of America, and evidences of ownership interests in such direct or unconditionally-guaranteed obligations; and

(2) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which: (A) are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice; (B) are rated, based on the escrow, in the highest rating category of S&P and Moody's; and (C) are fully-secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in clause (1) above, which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable notice, as appropriate.

INDENTURE

"Indenture" means this Master Trust Indenture, dated as of [Document Date], 2026, between the Issuer and the Trustee, as from time to time amended or supplemented by Supplemental Indentures.

INDEPENDENT PUBLIC ACCOUNTANT

"Independent Public Accountant" means any certified public accountant or firm of such accountants appointed and paid by the Issuer, and who, or each of whom: (1) is in fact independent and not under domination of the Issuer; (2) does not have any substantial interest, direct or indirect, with the Issuer; (3) is not connected with the Issuer as an officer or employee of the Issuer, but who may be regularly retained to make annual or other audits of the books of or reports to the Issuer; and (4) is satisfactory to the Trustee.

The Trustee shall be entitled to rely on the written statement of a certified public accountant or firm of such accountants as to his or its compliance with the terms of this definition.

INVESTMENT SECURITIES

"Investment Securities" means any of the following securities, if and to the extent that the same are at the time legal for investment of the Issuer's funds:

(1) Government Obligations;

(2) Bonds, debentures or notes issued by, or fully guaranteed as to principal and interest by, the following agencies or instrumentalities of the United States in which a market is made by a primary reporting government securities dealer: (a) Federal Farm Credit banks (consolidated systemwide bonds and notes only), (b) Federal Home Loan banks (senior debt obligations only), (c) Federal National Mortgage Association (mortgage-backed securities and senior debt obligations only), (d) Student Loan Marketing Association (senior debt obligations only), and (e) Federal Home Loan Mortgage Corporation (participation certificates and senior debt obligations only);

(3) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America: (a) Export-Import Bank, (b) Farm Credit System Financial Assistance Corporation, (c) Rural Economic Community Development Administration (formerly the Farmers Home Administration), (d) General Services Administration, (e) U.S. Maritime Administration, (f) Small Business Administration, (g) Government National Mortgage Association (GNMA), (h) U.S. Department of Housing & Urban Development (PHA's), (i) Federal Housing Administration, and (j) Federal Financing Bank.

(4) Money market funds rated "AAAm" or "AAAm--G" or better by S&P (including any fund in which the Trustee receives a fee);

(5) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;

(6) Bonds, notes or other evidences or indebtedness rated "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(7) U.S. dollar-denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing not more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(8) the fund held by the Treasurer for the State and commonly known as the State Public Treasurer's Investment Fund; and

(9) Investment agreements authorized by the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

ISSUER

"Issuer" means the Alpine City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, and its successors. .

MAXIMUM ANNUAL DEBT SERVICE

"Maximum Annual Debt Service" means the greatest amount of Aggregate Debt Service coming due in any Fiscal Year, less any adjustments thereto as provided in Section 2.03(d).

MOODY'S

“*Moody's*” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody's*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

OPINION OF COUNSEL

“*Opinion of Counsel*” means a written opinion of counsel selected by the Issuer and satisfactory to the Trustee. Any Opinion of Counsel may be based, insofar as it relates to factual matters or information that is in the possession of the Issuer, upon a Written Certificate of the Issuer, unless such counsel knows, or in the exercise of reasonable care should have known, that such Written Certificate is erroneous.

OUTSTANDING

“*Outstanding*” means, as of any date of calculation, all Bonds which have been duly authenticated and delivered by the Trustee except: (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation; (b) Bonds that have been paid or deemed to have been paid as provided in Section 11.01; (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated or delivered pursuant to the terms of Section 3.04, Section 4.04 or Section 8.06; (d) Bonds owned or held by or for the account of the Issuer to the extent provided in Section 8.04; and (e) the Principal amount of any Bond issued pursuant to a Supplemental Indenture authorizing partial payment without cancellation if payment is noted on a payment record attached to such Bond provided such payment has been made.

PAYING AGENT

“*Paying Agent*” means any bank or trust company designated as paying agent for the Bonds of any Series, and its successor or successors hereinafter appointed in the manner provided in the Indenture.

PLEGGED BONDS

“*Pledged Bonds*” means any Bonds that have been pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations.

PRE-FUNDED DEBT SERVICE

“*Pre-funded Debt Service*” means Debt Service for the payment of which the Issuer has irrevocably deposited moneys into the related Series Subaccount in the Debt Service Account, subject to the condition that the Issuer has provided, at the time of such deposit, to the Trustee and

each Security Instrument Issuer which at the time of such deposit has a Security Instrument in effect, a Written Statement advising the Trustee and each such Security Instrument Issuer of the amount of such deposit and the Debt Service to be paid from such deposit.

PRINCIPAL AND INTEREST FUND

“Principal and Interest Fund” means the Fund by that name established in Section 5.02.

PRINCIPAL INSTALLMENT

“Principal Installment” means, as of any date of calculation (a) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (i) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in the definition of *“Sinking Fund Installment”* in this Section) of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, that would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Sinking Fund Installment, or (iii) if such future dates coincide as to different Bonds of such Series, the sum of such principal amount of Bonds and of such unsatisfied balance of such Sinking Fund Installment due on such future date plus such applicable redemption premiums, if any, and (b) with respect to any Repayment Obligation, the principal amount of such Repayment Obligation due on a certain future date.

PROJECT

“Project” means the acquisition, construction, improvement or extension of improvements, facilities or property (or an interest therein) which the Issuer is authorized by law to acquire, regardless of whether the Issuer shall hold title thereto, if and to the extent that the same shall be designated by the Issuer as a Project by a Supplemental Indenture.

PROJECT ACCOUNT

“Project Account” means the separate account for each Project in the Construction Fund.

PURCHASE PRICE

“Purchase Price” means the price of a Put Bond paid to the seller thereof.

PUT

“Put” means to require, or the act of requiring, an agent of the Issuer to purchase a Put Bond at its Holder’s option under the provisions of a Supplemental Indenture at 100% of the principal amount thereof plus accrued interest thereon to the date of purchase.

PUT BOND

“*Put Bond*” means any Bond which is part of a Series of Bonds which may be Put at the option of the Holders thereof under the provisions of a Supplemental Indenture.

RATING AGENCY

“*Rating Agency*” means Moody’s, S&P or Fitch.

RATING CATEGORY

“*Rating Category*” means one or more of the generic rating categories of a Rating Agency, without regard to any refinement or graduation of such rating category by a numerical modifier or otherwise.

REBATE FUND

“*Rebate Fund*” means the fund, if any, established with respect to a Series of Bonds issued under the Indenture, to provide for the payment of rebate pursuant to the applicable provisions of the Code.

RECORD DATE

“*Record Date*” means, with respect to any interest payment date for any Series of Bonds, the date specified as the Record Date in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

REDEMPTION PRICE

“*Redemption Price*” means, with respect to any Bond or other borrowing of the Issuer, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to any Supplemental Indenture.

REFUNDED DEBT

“*Refunded Debt*” has the meaning specified in Section 2.04(a).

REFUNDING BONDS

“*Refunding Bonds*” means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 2.04, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

REPAYMENT OBLIGATIONS

“*Repayment Obligations*” means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

RESERVE INSTRUMENT

“*Reserve Instrument*” means a device or instrument (other than a Security Instrument) issued by a Reserve Instrument Issuer to satisfy all or any portion of the Debt Service Reserve Requirement. The term “Reserve Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit, surety bonds, and other security instruments and other devices.

RESERVE INSTRUMENT AGREEMENT

“*Reserve Instrument Agreement*” means any agreement entered into by the Issuer and a Reserve Instrument Issuer pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Issuer of a Reserve Instrument.

RESERVE INSTRUMENT COSTS

“*Reserve Instrument Costs*” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Issuer pursuant to a Reserve Instrument Agreement or the Supplemental Indenture authorizing the use of such Reserve Instrument. Each Reserve Instrument Agreement or Supplemental Indenture shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

RESERVE INSTRUMENT COVERAGE

“*Reserve Instrument Coverage*” means, with respect to each Reserve Instrument and as of any date of calculation, the amount available to be paid under such Reserve Instrument into the related Series Subaccount in the Debt Service Reserve Account to satisfy all or any portion of the Debt Service Reserve Requirement.

RESERVE INSTRUMENT ISSUER

“*Reserve Instrument Issuer*” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

RESERVE INSTRUMENT LIMIT

“*Reserve Instrument Limit*” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the related Series Subaccount in the Debt Service Reserve Account to satisfy all

or any portion of the Debt Service Reserve Requirement, assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal on the corresponding Series of Bonds at maturity or upon redemption thereof or purchase pursuant to Section 5.10.

RESERVE INSTRUMENT REPAYMENT OBLIGATIONS

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement or the Supplemental Indenture authorizing the use of such Reserve Instrument to repay the Reserve Instrument Issuer for payments previously made by it pursuant to a Reserve Instrument. The Reserve Instrument Repayment Obligations shall be paid by the Issuer from amounts on deposit in the appropriate Series Subaccount in the Debt Service Reserve Account in the Principal and Interest Fund, as provided in Section 5.08(d). There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs. Each Reserve Instrument Agreement and the Supplemental Indenture authorizing the execution and delivery of such Reserve Instrument Agreement shall specify the amounts payable under it which, when outstanding, shall constitute Reserve Instrument Repayment Obligations.

REVENUE FUND

“Revenue Fund” means the special fund of the Issuer to be known as *“Alpine City, Utah Revenue Fund”* established in Section 5.02, which shall be kept separate and apart from any other Issuer funds and accounts.

REVENUES

“Revenues” means (a) 100% of the Local Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2 of the Utah Code, and (b) any interest subsidy with respect to Bonds paid or payable to or for the account of the Issuer by any governmental body or agency that are available to pay interest on a Series of Bonds.

SECURITY INSTRUMENT

“Security Instrument” means a device or instrument (other than a Reserve Instrument) issued by a Security Instrument Issuer to pay, or to provide security or liquidity for the payment of, Bond Payments. The term *“Security Instrument”* includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices.

SECURITY INSTRUMENT AGREEMENT

“*Security Instrument Agreement*” means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture providing for the issuance by such Security Instrument Issuer of a Security Instrument.

SECURITY INSTRUMENT COSTS

“*Security Instrument Costs*” means all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Each Security Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Security Instrument Costs.

SECURITY INSTRUMENT ISSUER

“*Security Instrument Issuer*” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Security Instrument.

SECURITY INSTRUMENT REPAYMENT OBLIGATIONS

“*Security Instrument Repayment Obligations*” means, as of any date of calculation and with respect to any Security Instrument, those outstanding amounts payable by the Issuer under such Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. The Security Instrument Repayment Obligations shall be paid by the Issuer from amounts on deposit in the appropriate Series Subaccount in the Debt Service Account in the Principal and Interest Fund, as provided in Section 5.07(c). There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs. Each Security Instrument Agreement and the Supplemental Indenture authorizing the execution and delivery of such Security Instrument Agreement shall specify the amounts payable under it which, when outstanding, shall constitute Security Instrument Repayment Obligations and shall specify the portions of any such amounts that are allocable as principal of and as interest on such Security Instrument Repayment Obligations.

SERIES

“*Series*” means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

SERIES SUBACCOUNT

“*Series Subaccount*” means the separate subaccount created for a Series of Bonds in the Debt Service Account pursuant to Section 5.07 or in the Debt Service Reserve Account pursuant to Section 5.08, as appropriate.

SINKING FUND INSTALLMENT

“*Sinking Fund Installment*” means an amount so designated that is established pursuant to Section 2.02(a)(8). The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited pursuant to Section 5.06(c), 5.07(b) or 5.10 toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

STANDARD & POOR’S

“*S&P*” means S&P Global Ratings, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

STATE

“*State*” means the State of Utah.

SUPPLEMENTAL INDENTURE

“*Supplemental Indenture*” means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of this Indenture.

TAX EXEMPTION CERTIFICATE

“*Tax Exemption Certificate*” means any agreement or certificate of the Issuer that it may deliver to assure the tax-exempt status of interest received on a Series of Bonds.

TRANSFER AGENT

“*Transfer Agent*” means the Trustee and each and every additional agent appointed by the Trustee from time to time as the agent of the Trustee for the transfer and authentication of Bonds for so long as such appointment shall continue in effect.

TRUSTEE

“*Trustee*” means the trustee to be appointed by the Issuer pursuant to Section 7.01, its successors and assigns, and any other corporation or association that may at any time be substituted in its place as provided herein.

UTAH CODE

“*Utah Code*” means the Utah Code Annotated 1953, as amended.

VARIABLE RATE BONDS

“*Variable Rate Bonds*” means, as of any date of calculation, Bonds the terms of which on such date of calculation are such that interest thereon for any future period of time is expressed to be calculated at a rate which is not susceptible of a precise determination.

WRITTEN CERTIFICATE OF THE ISSUER, WRITTEN REQUEST OF THE ISSUER, OR WRITTEN STATEMENT OF THE ISSUER

“*Written Certificate of the Issuer*”, “*Written Request of the Issuer*” and “*Written Statement of the Issuer*” means an instrument in writing signed on behalf of the Issuer by an Authorized Officer (or Officers) thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer (or Officers) signing such Written Certificate or Request or Statement knows, or in the exercise of reasonable care should have known, that the opinion or certificate with respect to the matters upon which such Written Certificate or Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer (or Officers), or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of the Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers may certify to different facts, respectively.

YEAR

“*Year*” means any period of twelve consecutive months.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, words importing masculine gender shall include the feminine and neutral genders, and words importing persons shall include firms, associations, trusts, corporations or governments or agencies or political subdivisions thereof.

Section 1.02. Authority for the Indenture. The Indenture is executed and delivered pursuant to the provisions of the Act.

Section 1.03. Indenture to Constitute a Contract; Equal Security. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the issuance by Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Issuers from time to time of Reserve Instruments, the Indenture shall be deemed to be and shall constitute a contract between and among the Issuer and the Holders from time to time of the Bonds, such Security Instrument Issuers and such Reserve Instrument Issuers, and the pledge made in the Indenture by the Issuer and the covenants and agreements set forth in the Indenture to be performed by the Issuer shall be, except as expressly provided in or permitted by the Indenture, for the benefit, security and protection of the parties as provided in the Granting Clause set forth at the beginning of the Indenture.

Section 1.04. Special Obligations. The Bonds and the Repayment Obligations are special obligations of the Issuer payable from and secured by the Revenues, moneys, securities and funds pledged therefor.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.01. Authorization of Bonds. Bonds designated as “Sales Tax Revenue Bonds” (or “Sales Tax Revenue Notes” or “Sales Tax Revenue Bond Anticipation Notes”, as appropriate) are hereby authorized to be issued by the Issuer under the Indenture. The maximum principal amount of the Bonds that may be issued hereunder is not limited; *subject, however*, to the right of the Issuer, that is hereby reserved, to limit or restrict the aggregate principal amount of the Bonds which may at any time be issued hereunder. Bonds may be issued in such Series as from time to time shall be established and authorized by the Issuer subject to the provisions of the Indenture. The Bonds may be issued in one or more Series pursuant to one or more Supplemental Indentures. The designation of the Bonds shall include, in addition to the name “Sales Tax Revenue Bonds” (or “Sales Tax Revenue Notes” or “Sales Tax Bond Anticipation Notes”, as appropriate), such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Each Bond shall recite in substance that it, including the interest thereon, is payable solely from the Revenues and other funds of the Issuer pledged for the payment thereof and that it does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

Section 2.02. General Provisions for the Issuance of Bonds. (a) Whenever the Issuer shall determine to issue any Series of Bonds, the Issuer shall execute and deliver a Supplemental Indenture that:

(1) shall specify the purpose for which such Series of Bonds is to be issued, which shall be either (i) the purpose set forth in Section 2.03 (or Section 2.05, in the case of Bond Anticipation Notes) or (ii) the purpose set forth in Section 2.04, or any combination thereof;

(2) shall specify the authorized principal amount and Series designation of such Series of Bonds;

(3) shall specify the date and the maturity date or dates of the Bonds of such Series, provided that (i) each maturity date shall fall upon an interest payment date and (ii) all the Bonds of like maturity shall be identical in all respects, except as to denominations, interest rates and number;

(4) shall specify (i) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, in compliance with the provisions of Section 11-14-14 of the Utah Code, *provided* that if such Bonds are Variable Rate Bonds, the Supplemental Indenture authorizing such Series of Bonds shall specify the maximum rate of interest such Bonds may bear, and (ii) the interest payment dates therefor,;

(5) shall specify the authorized denomination or denominations of the Bonds of such Series;

(6) shall specify the Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price or Prices, if any, of and interest on the Bonds of such Series;

(7) shall specify the Redemption Price or Prices, if any, and subject to Article IV, the redemption terms, if any, for the Bonds of such Series;

(8) shall specify the amount and due date of each Sinking Fund Installment, if any, for the Bonds of such Series;

(9) shall require the Issuer to deposit in the Debt Service Account the amount of such proceeds, if any, representing accrued interest on such Series of Bonds to the date of delivery thereof;

(10) shall specify the amount, if any, to be deposited from the proceeds of such Series of Bonds into the Construction Fund to pay interest on such Series of Bonds estimated to fall due during the period of construction of a Project and for not more than 12 months thereafter;

(11) shall specify the Debt Service Reserve Requirement, if any, for such Series of Bonds pursuant to Section 5.08 and the deposit of such proceeds, if any, into any Series Subaccount established for such Series of Bonds in the Debt Service Reserve Account;

(12) shall specify the forms of the Bonds of such Series;

(13) specify the obligations payable under any Security Instrument Agreement or Reserve Instrument Agreement entered into in connection with the issuance of the Bonds of such Series which, when outstanding, shall constitute Security Instrument Repayment Obligations or Reserve Instrument Repayment Obligations, as the case may be, and which

portions of such Security Instrument Repayment Obligations or Reserve Instrument Repayment Obligations, as the case may be, are to be attributed to principal of and to interest on such Repayment Obligations; and

(14) specify any further covenants by the Issuer required by any Security Instrument Issuer, Reserve Instrument Issuer or purchaser of Bonds or otherwise deemed necessary or desirable by the Issuer.

The Supplemental Indenture with respect to the first Series of Bonds shall provide for the appointment of the Trustee.

(b) The Bonds of any Series shall be executed by the Issuer for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee, and by it delivered to the Issuer or to such other party as the Issuer shall designate, upon the Written Request of the Issuer, but only upon receipt by the Trustee of the following documents or moneys or securities, all of such documents dated or certified, as the case may be, as of the date of such delivery by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

(1) an executed copy of the Supplemental Indenture authorizing the issuance of the Bonds of such Series;

(2) a Written Request of the Issuer as to the delivery of the Bonds of such Series;

(3) an Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that (A) the Issuer has the power under the Act, as amended to the date of such Opinion, to issue the Bonds of such Series and to execute and deliver the Indenture, and the Indenture has been duly and lawfully executed and delivered by the Issuer, is in full force and effect and is valid and binding upon the Issuer and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights and except to the extent that the obligations of the Issuer under the Indenture are subject to the exercise in the future by the State of Utah and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of America of the power delegated to it by the federal Constitution), and no other authorization for the Indenture is required; (B) the Indenture creates the valid pledge that it purports to create of the Revenues, moneys, securities and funds held or set aside under the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; (C) the Bonds of such Series are valid and binding special obligations of the Issuer, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' right or usual equity principles in the event equitable remedies should be sought) and the terms of the Indenture, and are entitled to the benefits of the Indenture and the laws pursuant to which the Bonds are issued as amended

to the date of such Opinion; and (D) the Bonds of such Series have been duly and validly authorized and issued in accordance with law and the Indenture;

(4) the amounts, if any, necessary for deposit into the Construction Fund, the appropriate Series Subaccount in the Debt Service Account, and the appropriate Series Subaccount, if any, in the Debt Service Reserve Account;

(5) a Written Certificate of the Issuer to the effect that, upon the delivery of the Bonds of such Series, no event will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under the Indenture; and

(6) such further documents, moneys and securities as are required by the provisions of Section 2.03, Section 2.04 or 2.05, any Supplemental Indenture, or any purchase agreement or contract related to a Series of Bonds.

(c) After the original issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Section 4.04 or Section 8.06.

(d) The Issuer may authorize by Supplemental Indenture the delivery to the Trustee of one or more Security Instruments with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith.

(e) The Issuer may authorize by Supplemental Indenture the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith.

(f) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; *provided* that the Purchase Price of any such Put Bonds shall be paid solely from moneys made available by a remarketing agent or from payments by a Security Instrument Issuer under a Security Instrument.

(g) The Issuer may authorize by Supplemental Indenture such other provisions relating to a Series of Bonds as are permitted by law and are consistent with the provisions of the Indenture.

(h) Notwithstanding any provision of this Section 2.02 to the contrary, a Supplemental Indenture may provide for the delivery of a Series of Bonds, issued in the form of a single Bond in installments to be noted by the Trustee in a delivery schedule attached thereto.

Section 2.03. Special Provisions for the Issuance of Construction Bonds. (a) One or more Series of Construction Bonds payable on a parity with all Outstanding Bonds may be authenticated and delivered upon original issuance from time to time in such principal amount for each such Series as may be determined by the Issuer for the purpose of paying or providing for the payment of all or a portion of (1) the Cost of Construction of a Project, (2) Principal, Redemption Price and interest on Bond Anticipation Notes or (3) any combination of (1) and (2). Each such Series shall be in such principal amount that, when taken together with funds previously used or to be provided

by the Issuer for such Project, will provide the Issuer with sufficient funds to pay the estimated Cost of Construction of such Project, as set forth in the Written Certificate of the Issuer furnished pursuant to Section 2.03(c)(1).

(b) Each Supplemental Indenture authorizing the issuance of a Series of Construction Bonds:

(1) shall specify the Project for which the proceeds of such Series of Construction Bonds will be applied; and

(2) may require the Issuer to deposit a specified amount of money from the proceeds of the sale of such Series of Construction Bonds or from other legally available sources into a Project Account in the Construction Fund to pay when due all or a portion of the interest on such Series of Construction Bonds accrued and to accrue to the Estimated Completion Date set forth in the Written Certificate of the Issuer delivered with respect to such Series of Construction Bonds pursuant to Section 2.03(c)(1), plus interest to accrue on such Series of Construction Bonds after the Estimated Completion Date for up to one Year (or such different period as may then be permitted by law).

(c) Each Series of Construction Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Sections 2.02 and 2.03(d)) of a Written Certificate of the Issuer, dated as of the date of such delivery (unless the Trustee shall accept any of such documents bearing a prior date), which shall:

(1) set forth the then Estimated Completion Date and the then estimated Cost of Construction of the Project being financed by such Series of Bonds;

(2) set forth, for any Year within the twenty-four (24) calendar months next preceding the authentication and delivery of such Series of Construction Bonds, the Revenues for such period;

(3) set forth the Maximum Annual Debt Service on all Outstanding Bonds upon the issuance of the proposed Series of Construction Bonds, together with any adjustments to the Maximum Annual Debt Service permitted by Section 2.03(d); and

(4) demonstrate that the Revenues set forth in (2) above are equal to or greater than 200% of the Maximum Annual Debt Service set forth in (3) above.

Notwithstanding any other provisions of the Indenture, the provisions of this Section 2.03(c) shall not apply to the first series of Bonds issued under the Indenture.

(d) In determining the Maximum Annual Debt Service on all Outstanding Bonds, the Issuer may reduce the Debt Service on any Series of Bonds for any Fiscal Year by the amount of capitalized interest available to pay the interest on such Bonds in such Fiscal Year pursuant to Section 2.03(b)(2).

(e) The proceeds, including accrued interest, of the Construction Bonds of each Series shall be deposited simultaneously with the delivery of such Bonds into the Construction Fund and, to the extent permitted by law and the provisions of the Indenture, in any other Funds or Accounts or such other funds or accounts as may be established by the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds in such amounts as may be provided in such Supplemental Indenture; and

(f) There may also be deposited from any legally available source, to the extent permitted by law and the provisions of the Indenture, in the Funds and Accounts or such other funds or accounts as may be established by the Supplemental Indenture, such amounts, if any, as may be provided in the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds.

Section 2.04. Special Provisions for the Issuance of Refunding Bonds. (a) One or more Series of Refunding Bonds may be issued in such principal amount that, when taken together with other legally available funds, will provide the Issuer with funds sufficient for the purpose of refunding all or a part of the Outstanding Bonds of one or more Series, or all or part of any other borrowing of the Issuer, including in each case the payment of all expenses and the establishment of any reserves in connection with such refunding. The term “*Refunded Debt*” shall refer to such Bonds or other borrowing to be so refunded.

(b) Each Supplemental Indenture authorizing the issuance of a Series of Refunding Bonds shall specify the Refunded Debt to be refunded.

(c) Each Series of Refunding Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02) of the following documents or moneys or securities (or if such documents or moneys or securities are to be delivered to the trustee or lender for the other borrowings, to such trustee or debtor, with a copy or other evidence of such delivery to the Trustee), all of such documents dated as of the date of such delivery (unless the Trustee or other trustee or lender, as appropriate, shall accept any of such documents bearing a prior date):

(1) Either

(A) for Refunded Bonds originally issued pursuant to the provisions of the Indenture, a Written Certificate of the Issuer which shall:

(i) set forth the Aggregate Debt Service on the Refunded Bonds for each Fiscal Year to and including the scheduled final maturity date thereof,

(ii) set forth the Aggregate Debt Service on the Refunding Bonds for each Fiscal Year to and including the scheduled final maturity date thereof, and

(iii) demonstrate that the Aggregate Debt Service on the Refunding Bonds for each such Fiscal Year set forth pursuant to clause (ii) is no greater than one hundred percent (100%) of the Aggregate Debt Service on the Refunded Bonds for each such Fiscal Year set forth pursuant to clause (i), and containing such additional statements as may be reasonably necessary to show compliance with the requirements of the Indenture;

or

(B) A Written Certificate of the Issuer which shall:

(i) set forth, for any Year within the twenty-four (24) calendar months next preceding the authentication and delivery of such Series of Refunding Bonds, the Revenues for such period;

(ii) set forth the Maximum Annual Debt Service upon the issuance of the proposed Series of Refunding Bonds, together with any adjustments to the Maximum Annual Debt Service permitted by Section 2.03(d); and

(iii) demonstrate that the Revenues set forth in (i) above are equal to or greater than 200% of the Maximum Annual Debt Service set forth in (ii) above.

(2) Irrevocable instructions to the Trustee (or such trustee or lender or its designee, as appropriate), satisfactory to it, to give due notice of redemption of all the Refunded Debt being refunded that is subject to redemption, on the redemption date or dates specified in such instructions;

(3) If the Refunded Debt to be refunded is not by its terms subject to redemption within the next succeeding 90 days, irrevocable instructions to the Trustee (or such trustee or lender or its designee, as appropriate), satisfactory to it, to mail the notice provided for in Section 11.01(b) (or any similar provision for other borrowings, as appropriate) to the holders of the Refunded Debt being refunded;

(4) Either (A) moneys in an amount sufficient to effect payment at the applicable redemption price of the Refunded Debt to be refunded, together with accrued interest to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents (or such trustee or lender or its designee, as appropriate) in a separate account irrevocably in trust for and assigned to the respective holders of the Refunded Debt to be refunded, or (B) Investment Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of Section 11.01(b) (or any similar provision for other borrowings, as appropriate), which Investment Securities and moneys shall be held in trust and used only as provided in such Section.

(5) If the Refunding Bonds to be issued are Cross-over Refunding Bonds, the Supplemental Indenture providing for the issuance of the Refunding Bonds shall, in addition to all other requirements of this Section 2.04, provide:

(A) That until the Cross-over Date neither principal of nor interest on the Cross-over Refunding Bonds shall be payable from or secured by a pledge of the Revenues, but shall be payable solely from the escrow provided for in Section 11-27-3, Utah Code Annotated 1953, as amended; and

(B) There shall be filed with the Trustee a written certificate of an Independent Public Accountant demonstrating the sufficiency of the moneys and investments in the escrow provided for in Section 11-27-3, Utah Code Annotated 1953, as amended, to pay principal of and interest on the Cross-over Refunding Bonds to the Cross-over Date (which Cross-over Date may, at the option of the Issuer be extended as provided in the Supplemental Indenture providing for the issuance of the Cross-over Refunding Bonds, but only upon filing a revised written certificate of an Independent Public Accountant which demonstrates that the moneys and investments then in the escrow will be sufficient to pay principal of and interest on the Cross-over Refunding Bonds to the extended Cross-over Date).

(C) The instructions required by Section 2.04(c)(2) and (3) may contain such conditions to the giving of such notices as the Issuer may specify in the Supplemental Indenture authorizing the issuance of such Cross-over Refunding Bonds, including, without limitation, the absence of any default in the payment of the Cross-over Refunded Bonds.

(6) Notwithstanding any other provision of the Indenture, the provisions of this Section 2.04(c) shall not apply to the first Series of Bonds issued under the Indenture.

(d) A Series of Refunding Bonds may be combined with a Series of Construction Bonds.

Section 2.05. Conditions for Issuance of Bond Anticipation Notes. (a) One or more Series of Bond Anticipation Notes, payable on a parity with all Outstanding Bonds (except as provided in Section 2.05(b)(2) below), may be authenticated and delivered upon original issuance from time to time in such principal amount for each such Series as may be determined by the Issuer for the purpose of paying or providing for the payment of all or a portion of the Cost of Construction of a Project or the refunding of Bond Anticipation Notes, or a combination of such purposes. Each such Series shall be in such principal amount that, when taken together with funds previously used or to be provided by the Issuer for such Project, will provide the Issuer with sufficient funds to pay the estimated Cost of Construction of such Project, as set forth in the Written Certificate of the Issuer furnished pursuant to Section 2.05(c)(1). The Issuer hereby covenants to apply so much of the proceeds of the Bonds in anticipation of which such Bond Anticipation Notes have been issued as shall be necessary, together with other legally available moneys of the Issuer, to provide for the payment of all Principal Installments and unpaid, accrued interest, as applicable, on such Bond Anticipation Notes.

(b) (1) Each Supplemental Indenture authorizing the issuance of a Series of Bond Anticipation Notes (i) shall specify the Project for which the proceeds of such Series of Bond Anticipation Notes will be applied, and (ii) may require the Issuer to deposit a specified amount of money from the proceeds of the sale of such Series of Bond Anticipation Notes into a Project Account in the Construction Fund to pay when due all or a portion of the interest on such Series of Bond Anticipation Notes accrued and to accrue to the Estimated Completion Date set forth in the Written Certificate of the Issuer delivered with respect to such Series of Bond Anticipation Notes pursuant to Section 2.05(c)(1), plus not to exceed 12 months (or such different period as may then be permitted by law). Such Supplemental Indenture may also contain such limitations and restrictions on, and covenants and agreements of, the Issuer and such rights and remedies for the Owners of such Bond Anticipation Notes, as deemed necessary and desirable by the Issuer; *provided, however,* that such limitations, restrictions, covenants, agreements, rights and remedies shall not be contrary to or inconsistent with the limitations, restrictions, covenants, agreements, rights and remedies contained in this Indenture for the payment and security of any Bonds then Outstanding.

(2) If so provided in the Supplemental Indenture providing for the issuance of any Series of Bond Anticipation Notes, the payment of the Principal Installments on such Bond Anticipation Notes shall be subject to the prior lien and charge created herein for the payment of the Bonds out of the Principal and Interest Fund. In such case, such Supplemental Indenture shall provide that each of such Bond Anticipation Notes shall state on its face that the payment of Principal Installments thereof is so subordinated.

(3) No Bond Anticipation Note shall mature later than five years from its date, including all refunding thereof (whether such refunding occur by reason of exchanges of Bond Anticipation Notes or by reason of payment of such Bond Anticipation Notes from refunding Bond Anticipation Notes, or otherwise).

(c) Each Series of Bond Anticipation Notes shall be authorized and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02 and Section 2.05(d) below) of the following documents, all dated as of the date of such delivery (unless the Trustee shall accept any of such documents bearing a prior date):

(1) a Written Certificate of the Issuer setting forth the then Estimated Completion Date and the then estimated Cost of Construction of the Project being financed by such Series of Bond Anticipation Notes; and

(2) a Written Certificate of the Issuer to the effect that, upon the authentication and delivery of the Bond Anticipation Notes of such Series, the Issuer will not be in default in the performance of any of the covenants, conditions, agreements, terms or provisions of the Indenture or of any of the Bonds; *provided, however,* that in the case of refunding Bond Anticipation Notes, the Principal Installments of which have been subordinated pursuant to Section 2.05(b)(2) above, the Issuer need not so certify with respect to such Principal Installments.

(d) As of the date of issuance of any Series of Bond Anticipation Notes, the aggregate principal amount of all outstanding Bond Anticipation Notes (including such Series) shall never exceed the principal amount of a hypothetical Series of Bonds that could be issued by the Issuer on such date pursuant to the provisions of Section 2.03(d), having an assumed final maturity of 20 years, bearing an assumed rate of interest equal to the highest rate then borne by any outstanding Bond Anticipation Notes and having Debt Service due in each Fiscal Year in approximately equal amounts; *provided* that if no Series of Bond Anticipation Notes are then Outstanding under the Indenture, the interest rate used for purposes of the calculation set forth in this Section 2.05(d) shall be the interest rate borne by such Series of Bond Anticipation Notes. Each Series of Bond Anticipation Notes shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02 and Section 2.05(c) above) of a Written Certificate of the Issuer, dated as of the date of such delivery (unless the Trustee shall accept any of such documents bearing a prior date), stating that the person signing each such certificate has reviewed and is familiar with the provisions of this Section 2.05(d) and that, in the opinion of such signer, the Bond Anticipation Notes then proposed to be issued by the Issuer can be duly and validly issued by the Issuer pursuant to the provisions hereof, assuming for purposes of compliance with Section 2.03(d) as required by the preceding sentence, that the Debt Service on the proposed Series of Bond Anticipation Notes is calculated on the basis of the hypothetical Series of Bonds as set forth in this Section 2.05(d).

Section 2.06. Reserved.

Section 2.07. Provisions Regarding Bonds Secured by a Security Instrument. (a) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(1) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (A) the Security Instrument Issuer shall be deemed to be the Holder of the Outstanding Bonds of such Series when the approval, consent or action of the Bondholders for such Series of Bonds is required or may be exercised under the Indenture and following an Event of Default, and (B) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent.

(2) In the event that the principal and Redemption Price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondholders of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondholders in accordance with the terms of such Security Instrument.

(b) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

ARTICLE III

TERMS AND PROVISIONS OF BONDS

Section 3.01. Terms of Bonds. (a) The principal and Redemption Price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or at the principal office of any Paying Agent, or otherwise as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Unless otherwise provided in a Supplemental Indenture with respect to any Series of Bonds, payment of interest on any Bond shall be made to the Owner thereof and shall be paid by check or draft mailed to the Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such Owner.

(b) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, the Bonds of any Series shall be issued in fully-registered form without coupons. Each Series of Bonds shall be in such denominations as may be authorized by the Supplemental Indenture authorizing the issuance of the Bonds of such Series. A Supplemental Indenture may provide for the delivery of a Series of Bonds, issued in the form of a single fully-registered Bond, in installments to be noted by the Trustee in a delivery schedule attached to such Bond. Anything in this Indenture to the contrary notwithstanding, a Supplemental Indenture may provide that Bonds issued in such single fully-registered form may be submitted to the Trustee for notation of payment of installments and for notation of transfer, without requiring cancellation of such single fully-registered Bond. Such Supplemental Indenture may provide for transfer of such Bonds to a new Holder by delivery after such notation, and without cancellation.

(c) The Bonds of each Series shall be dated as of the issue date specified in the Supplemental Indenture pursuant to which such Series of Bonds is issued. Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, each fully-registered Bond of any Series shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered prior to the first interest payment date, in which event it shall bear interest from and including its date, or unless, as shown by the records of the Trustee, interest on the Bonds of such Series shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with the Act, custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Issuer prior to the authentication and delivery thereof.

(e) From and after the issuance of the Bonds of any Series, the findings and determinations of the Governing Body respecting that Series shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue, and no bona fide purchaser of any such Bonds shall be

required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance, or to the application of the purchase price paid for such Bonds. The validity of the issuance of any Series of the Bonds shall not be dependent on or affected in any way by (1) any proceedings taken by the Issuer for the planning, acquisition, construction, reconstruction, modification or improvement of a Project, or (2) any contracts made by the Issuer in connection therewith, or (3) the failure to complete the planning, acquisition, construction, reconstruction, modification or improvement of a Project. The recital contained in the Bonds that the same are issued pursuant to the Act shall be conclusive evidence of their validity and of the regularity of their issuance and all the Bonds shall be incontestable from and after their issuance. Bonds shall be deemed to be issued, within the meaning of the Indenture, whenever the definitive Bonds, or any temporary Bonds exchangeable therefor, have been delivered to the purchasers thereof, and the purchase price thereof received, or in the case of Bonds to be refunded through exchange, whenever such exchange has been made.

Section 3.02. Execution of Bonds. (a) The Bonds shall be signed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Recorder. The Bonds shall then be delivered to the Trustee for manual authentication by it or by any Transfer Agent. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or by any Transfer Agent or issued by the Issuer, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Issuer as though such person who signed or attested the same had continued to be such officer of the Issuer. Also, any Bond may be signed or attested on behalf of the Issuer by any person who on the actual date of the execution of such Bond shall be the proper officer of the Issuer, although on the nominal date of such Bond any such person shall not have been such officer of the Issuer.

(b) Only such of the Bonds as shall bear thereon a certificate of authentication, executed by the Trustee or by any Transfer Agent, shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate of the Trustee or any Transfer Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, the Indenture and that the Owner thereof is entitled to the benefits of the Indenture.

Section 3.03. Transfer of Fully-Registered Bonds. Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds:

(a) Any fully-registered Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 3.05, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such fully-registered Bond for cancellation or, if applicable, notation of the new Holder together with the signature of the Trustee or any applicable Transfer Agent on the back of such Bond or on a form of record attached to such Bond for such purpose, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed.

(b) Whenever any fully-registered Bond or Bonds shall be surrendered for transfer, the Trustee or any Transfer Agent shall authenticate and deliver a new fully-registered Bond or Bonds duly executed by the Issuer, for like aggregate principal amount or, if applicable, shall deliver the same Bond, duly annotated with the new Holder and signed by the Trustee or any applicable Transfer Agent on the back of such Bond or on a form of record attached to such Bond for such purpose. The Trustee or any Transfer Agent shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

(c) The Issuer, the Trustee and any Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the mailing of a notice of redemption of Bonds selected for redemption under Article IV and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

Section 3.04. Exchange of Bonds. Fully-registered Bonds may be exchanged (i) at the principal corporate trust office of the Trustee or of any Transfer Agent for a like aggregate principal amount of fully-registered Bonds of the same Series and maturity of other authorized denominations or (ii) as otherwise provided for in a Supplemental Indenture authorizing a Series of Bonds. The Trustee or any Transfer Agent shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No such exchange shall be required to be made during the fifteen (15) days preceding each interest payment date.

Section 3.05. Bond Registration Books. The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation (or as otherwise provided in a Supplemental Indenture) for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

Section 3.06. Temporary Bonds. Any Series of Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Issuer, shall be without coupons and may contain such reference to any of the provisions of the Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Issuer issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered for cancellation (or as otherwise provided in a Supplemental Indenture) in exchange therefor at the principal corporate trust office of the Trustee or any Transfer Agent, and the Trustee and any Transfer Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive fully-registered Bonds of authorized denominations, of the same Series and

maturity or maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under the Indenture as definitive Bonds authenticated and delivered under the Indenture.

Section 3.07. Bonds Mutilated, Lost, Destroyed or Stolen. Unless otherwise provided in a Supplemental Indenture, if any Bond shall become mutilated, the Issuer, at the expense of the Owner of such Bond, shall execute, and the Trustee or any Transfer Agent shall thereupon authenticate and deliver, a new Bond of like tenor and number in exchange and substitution for the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee or any Transfer Agent shall be canceled by it and delivered to, or upon the order of, the Issuer. Unless otherwise provided in a Supplemental Indenture, if any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and the Trustee and, if such evidence be satisfactory to both and indemnity as required by the Act or Utah law and satisfactory to the Trustee shall be given, the Issuer, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and number in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds of the same Series secured by the Indenture. Neither the Issuer nor the Trustee shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds that may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Privilege of Redemption of Bonds. Any Series of Bonds subject to redemption prior to maturity pursuant to a Supplemental Indenture shall be redeemable, upon notice being given as provided in this Article, at such times, at such Redemption Prices and upon such terms (in addition to and consistent with the terms contained in this Article) as may be specified in the Supplemental Indenture authorizing the issuance of the Bonds of such Series.

Section 4.02. Selection of Bonds for Redemption. Except as otherwise provided in a Supplemental Indenture:

- (a) the Bonds may be redeemed on any date in whole or in part from such maturities or parts thereof as shall be selected by the Issuer. If less than all of the Bonds of any Series maturing on any single date are called for redemption, the Trustee shall select the Bonds to be redeemed, from the Outstanding Bonds of such Series maturing on that date not previously called for redemption, in such random manner as in the Trustee's sole discretion it shall deem appropriate and fair; *provided, however*, that subject to other applicable provisions of the Indenture or of any Supplemental Indenture, the portion of any

Bond to be redeemed shall be in a principal amount equal to a denomination in which Bonds of such Series are authorized to be issued.

(b) In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of each Bond by the minimum denomination in which Bonds of such Series are authorized to be issued. If part but not all of a Bond shall be selected for redemption, the Owner thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount.

(c) The Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order of such Owner or his legal representative, without charge therefor, a Bond or Bonds of the same maturity and bearing interest at the same rate as the Bond so surrendered for the unredeemed portion of the surrendered Bond.

Section 4.03. Notice of Redemption. Except as otherwise provided in a Supplemental Indenture: (a) Notice of redemption shall be given by first-class mail not less than thirty nor more than sixty days before such redemption date, to the registered owner of such Bond, at his address as it appears on the bond registration books of the Trustee or at such address as he may have filed with the Trustee for that purpose. Each notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption, the principal amount and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the distinctive numbers of the Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date (*provided* that all moneys for the redemption have been remitted as provided herein or as otherwise provided in the Supplemental Indenture related to the Bonds to be redeemed) and that on said date there will become due and payable on each of said Bonds the Redemption Price thereof and interest accrued thereon to the redemption date. Each notice may further state that such redemption shall be conditional upon the Trustee's receiving for deposit into the Debt Service Account, on or prior to the date fixed for redemption, moneys authorized by the Issuer to be deposited in the Debt Service Account that are sufficient to pay the principal of and redemption premium, if any, and interest on the Bonds to be redeemed and that if such moneys have not been so received the notice shall be of no force or effect and the Issuer shall not be required to redeem such Bonds.

(b) Notice of redemption shall be given by the Trustee for and on behalf and at the expense of the Issuer, at the Written Request of the Issuer (which request shall be given to the Trustee at least forty-five days prior to the date fixed for redemption). The Issuer shall deposit with, or otherwise make available to, the Trustee the money required for payment of the Redemption Price of and the accrued interest to the redemption date on all Bonds then to be called for redemption on or before the date fixed for such redemption.

Section 4.04. Partial Redemption of Registered Bonds. Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, upon surrender (or as otherwise provided in a Supplemental Indenture) of any registered Bond redeemed in part only, the Issuer shall duly execute and the Trustee or any Transfer Agent shall authenticate and deliver to the registered

owner thereof, at the expense of the Issuer, a new Bond or Bonds of the same Series and maturity and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, which new Bond or Bonds shall be a registered Bond or Bonds.

Section 4.05. Effect of Redemption. If notice of redemption has been duly given as aforesaid, and moneys for payment of the Redemption Price, together with interest to the redemption date on the Bonds so called for redemption, are held by the Trustee and have been remitted as provided herein or as otherwise provided in the Supplemental Indenture related to the Bonds to be redeemed, then such Bonds shall, on the redemption date designated in such notice, become due and payable at the Redemption Price specified in such notice and interest accrued thereon to the redemption date. In such an event and provided that the Redemption Price and accrued interest on the Bonds to the redemption date have been delivered to each Owner of such Bonds at his address (or other wire or delivery instructions) appearing upon the Bond register of the Issuer, from and after the date so designated, interest on the Bonds so called for redemption shall cease to accrue, and Owners of such Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price therefor and interest accrued thereon to the redemption date.

Section 4.06. Disposition of Redeemed Bonds. All Bonds redeemed in whole or in part pursuant to the provisions of this Article shall be canceled by the Trustee or any Transfer Agent and shall thereafter be delivered to, or upon the order of, the Issuer.

ARTICLE V

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 5.01. The Pledge Effected by the Indenture. The Bonds and the Repayment Obligations are special obligations of the Issuer payable from and secured by the Revenues, moneys, securities and funds pledged therefor. There are hereby pledged for the payment of principal, Redemption Price and interest on the Bonds and of Repayment Obligations in accordance with their terms and the provisions of the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture (1) the proceeds of sale of the Bonds, (2) the Revenues, and (3) the Construction Fund, Principal and Interest Fund, Revenue Fund and any other Funds, Accounts and Subaccounts hereafter established or confirmed by the Indenture (except for any Rebate Fund) and pledged for the payment of principal, Redemption Price and interest on the Bonds and of Repayment Obligations, including the investments, if any, thereof, subject to any required rebate of all or a portion of the earnings on such investments to the United States of America pursuant to the requirements of Section 148(f) of the Code.

Section 5.02. Confirmation and Establishment of Funds. (a) The following Funds are hereby established:

- (1) Construction Fund, to be held by the Trustee;

(2) Revenue Fund, to be held by the Issuer; and

(3) Principal and Interest Fund, to be held by the Trustee, consisting of (A) a Debt Service Account in which the Trustee shall establish a separate Series Subaccount for each Series of Bonds and related Security Instrument Repayment Obligations and (B) a Debt Service Reserve Account in which the Trustee shall establish a separate Series Subaccount for each Series of Bonds and related Reserve Instrument Repayment Obligations.

(b) The Trustee may establish one or more separate and segregated sub-accounts within the Debt Service Account or the Debt Service Reserve Account from time to time as shall be requested by the Issuer.

(c) The Trustee may establish one or more special Rebate Funds, as provided in a Tax Exemption Certificate. Money in any such fund shall not be considered moneys held for the benefit of the Holders of the Bonds but shall be held in trust for the payment to the United States of “rebate” as provided for in the Tax Exemption Certificate.

(d) The Issuer may, by Supplemental Indenture, establish one or more additional Funds or accounts.

Section 5.03. Construction Fund. (a) There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Indenture or any Supplemental Indenture.

(b) The Trustee shall establish within the Construction Fund a separate Project Account for each Project and may establish one or more subaccounts in each Project Account as shall be requested by the Issuer.

(c) Amounts in each Project Account in the Construction Fund established for a Project shall be applied to pay the Cost of Construction of the Project. In the event and to the extent that proceeds of the sale of Bonds were deposited in a Project Account pursuant to Section 2.03(b)(2) to provide for the payment of capitalized interest, the Trustee shall, without further direction, during the period for which interest was capitalized, transfer from the Project Account and deposit into the appropriate Series Subaccount in the Debt Service Account, the amounts required to pay interest on the Bonds when due, subject to any limitations contained in the Supplemental Indenture authorizing such Bonds.

(d) Before any payment is made from any Project Account by the Trustee (except for transfers into the Debt Service Account to pay interest on the Bonds as contemplated in Subsection (d) above), the Issuer shall file with the Trustee a Written Request of the Issuer in substantially the form attached hereto as *Exhibit A*.

(e) Upon receipt of each such Written Request, the Trustee shall pay the amounts set forth therein as directed by the terms thereof.

(f) Subject to any required rebate of earnings on investments to the United States of America pursuant to Section 148(f) of the Code, all net income earned on any moneys or investments in a Project Account established in the Construction Fund for a Project shall be held in such Project Account for the purposes thereof unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds.

(g) The Completion Date of a Project shall be evidenced by a Written Certificate of the Issuer, which shall be filed with the Trustee as soon as practicable upon completion of the Project, stating (1) that such Project has been completed substantially in accordance with the plans and specifications applicable thereto, as from time to time amended, (2) the date of such Completion Date and (3) the amounts, if any, required in the opinion of the signer or signers for the payment of any remaining part of the Costs of Construction of such Project. Upon the filing of such Written Certificate of the Issuer, the balance in the Project Account in the Construction Fund in excess of the amount, if any, stated in such Certificate and if, subsequent to the filing of such Certificate, a supplemental Written Certificate of the Issuer is filed with the Trustee stating that the balance of the money remaining in the Construction Fund is no longer needed to pay Costs of Construction of such Project, any remaining balance in the Project Account in the Construction Fund shall, to the extent permitted under applicable law and covenants regarding the use of proceeds of the Bonds, be (i) used to purchase Bonds as provided in Section 5.10, (ii) deposited into the Debt Service Reserve Account to fund any amounts required to be deposited therein, (iii) deposited into the Debt Service Account, (iv) transferred into another Project Account to pay Costs of Construction of a Project or (v) used for any other purpose for which proceeds of Bonds may be used under applicable law and covenants regarding the use of proceeds of Bonds.

Section 5.04. Revenues and Revenue Fund. All Revenues shall be promptly deposited by the Issuer to the credit of the Revenue Fund, except that pursuant to an escrow account approved by the United States Secretary of the Treasury, the proceeds of any interest subsidy with respect to the Bonds received from the United States Government may be deposited directly into the Principal and Interest Fund for credit to the Debt Service Account.

Section 5.05. Reserved.

Section 5.06. Flow of Funds. (a) As soon as practicable in each month after the deposit of Revenues in the Revenue Fund, but in any case no later than the sixth (6th) day prior to the end of such month, an appropriate officer of the Issuer shall withdraw from the Revenue Fund to the extent available and deposit in the following order and in the following amounts of moneys or Investment Securities that mature or are redeemable at the option of the Owner thereof prior to the date when it is anticipated that the proceeds from such Investment Securities are to be deposited:

(1) Into the Principal and Interest Fund for credit to the Debt Service Account, the amount, if any, required so that the balance in each of the separate Series Subaccounts therein shall equal the Accrued Debt Service with respect to the Series of Bonds for which such Series Subaccount was established, excluding any Pledged Bonds but including any related Security Instrument Repayment Obligations; *provided*, that moneys shall be transferred from the appropriate Project Account in the Construction Fund and deposited into the appropriate Series Subaccount in the Debt Service Account whenever and to the

extent that there are moneys in the appropriate Project Account in the Construction Fund for that purpose, in an amount sufficient to cause the balance in such Series Subaccount to equal the Accrued Debt Service; *provided, however*, if the moneys available in the Revenue Fund for transfer shall be insufficient to equal the Accrued Aggregate Debt Service on all such Outstanding Bonds, excluding any Pledged Bonds but including any related Security Instrument Repayment Obligations, the Issuer shall deposit from the moneys so available in the Revenue Fund into each such Series Subaccount such amount on a pro rata basis which reflects the portion of the original principal amount of each Series of Bonds then Outstanding to the total original principal amount of all such Series of Bonds; and

(2) Into the Principal and Interest Fund for credit to the Debt Service Reserve Account:

(A) if, after the issuance of a Series of Bonds, an amount equal to the Debt Service Reserve Requirement with respect to such Series of Bonds is not on deposit in the appropriate Series Subaccount in the Debt Service Reserve Account because (i) sufficient moneys for that purpose were not required by a Supplemental Indenture to be deposited into the Debt Service Reserve Account pursuant to the provisions of Section 2.02, or (ii) such Supplemental Indenture did not provide for the execution of a Reserve Instrument Agreement, providing for the issuance of a Reserve Instrument to satisfy the Debt Service Reserve Requirement, an amount, in not to exceed sixty (60) approximately equal monthly installments, computed as of the contemplated date of issuance of such Series of Bonds, necessary to cause the balance in such Series Subaccount in the Debt Service Reserve Account to equal the Debt Service Reserve Requirement with respect to such Series of Bonds;

(B) if any Reserve Instrument satisfying all or a portion of the Debt Service Reserve Requirement with respect to a Series of Bonds has been terminated or is to expire pursuant to its terms, an amount, in not to exceed ten (10) approximately equal semiannual installments commencing on the fifth Business Day preceding the interest payment date of such Series of Bonds next succeeding the date of such termination or receipt by the Issuer of notice of such expiration, necessary to cause the balance in the appropriate Series Subaccount in the Debt Service Reserve Account to equal the Debt Service Reserve Requirement with respect to such Series of Bonds; and

(C) if (a) moneys shall ever have been paid out of any Series Subaccount in the Debt Service Reserve Account for the purpose specified in Section 5.08(b)(1), or (b) a draw on a Reserve Instrument shall have been made for the purpose specified in Section 5.08(b)(2), or (c) if for any other reason the fair market value of the moneys and Investment Securities in any Series Subaccount in the Debt Service Reserve Account shall have become less than the applicable Debt Service Reserve Requirement or the amount previously deposited therein pursuant to paragraph (A) or (B) above, such amount of the money remaining in the Revenue Fund, or all of the money so remaining if less than the amount necessary, until (i) the amount so paid out of or removed from such Series Subaccount in the Debt

Service Reserve Account shall have been replaced, and (ii) there shall be on deposit in such Series Subaccount in the Debt Service Reserve Account the amount required to be paid to the Reserve Instrument Issuer pursuant to any Reserve Instrument Agreement in order to cause the Reserve Instrument Coverage to be reinstated in an amount to equal the Reserve Instrument Limit, plus the amount, if any, required to be deposited into such Series Subaccount in the Debt Service Reserve Account, after taking into account both the moneys on deposit therein and the Reserve Instrument Coverage applicable to such Bonds, so as to cause an amount equal to the Debt Service Reserve Requirement to be on deposit in such Series Subaccount in the Debt Service Reserve Account;

provided, however, if the moneys in the Revenue Fund are insufficient to make the required deposits into all Series Subaccounts in the Debt Service Reserve Account, the Issuer shall deposit from the moneys so available into all such Series Subaccounts on a pro rata basis which reflects the proportion of the original principal amount of each Series of Bonds then Outstanding to the total original principal amount of all such Series of Bonds;

So long as there shall be held in the Principal and Interest Fund, excluding any Reserve Instrument Coverage, an amount sufficient to pay in full all Outstanding Bonds, related Repayment Obligations in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), no deposits shall be required to be made into the Principal and Interest Fund.

(b) Amounts remaining in the Revenue Fund at the end of each Fiscal Year after payment of the amounts required by Subsections (1) and (2) of this Section may be applied by the Issuer, free and clear of the lien of the Indenture, to any one or more of the following, to the extent permitted by law: (1) the purchase or redemption of any Bonds and payment of expenses in connection with the purchase or redemption of any Bonds; (2) payments into the Principal and Interest Fund for credit to the Debt Service Account for application to the purposes of such Account or payments of principal or redemption price of and interest on any bonds, including general obligation or junior lien revenue bonds of the Issuer; (3) payments into any Project Account or Accounts established in the Construction Fund for application to the purposes of such Accounts; and (4) any other lawful purpose of the Issuer.

(c) Upon any purchase or redemption pursuant to Subsection (b) of this Section of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, the principal amount of such Bonds shall be credited toward such Sinking Fund Installments in inverse chronological order of their due dates, unless the Issuer shall elect to have the Sinking Fund Installments next due credited as provided in Section 5.10.

Section 5.07. Principal and Interest Fund — Debt Service Account. (a) Each Supplemental Indenture providing for the issuance of a Series of Bonds shall establish a separate Series Subaccount in the Debt Service Account for each such Series of Bonds issued, which Series Subaccount may be subdivided as provided in such Supplemental Indenture. Revenues deposited into the Debt Service Account pursuant to Section 5.06(1) shall be deposited into each of the Series Subaccounts on a pro rata basis based on the proportion that the Accrued Debt Service for each

Series of Bonds, excluding Pledged Bonds but including related Security Instrument Repayment Obligations, bears to Accrued Aggregate Debt Service. Subject to the provisions of the Supplemental Indenture authorizing the issuance of any Series of Bonds, any payments made by a Security Instrument Issuer with respect to a Series of Bonds shall be deposited into the Series Subaccount relating to such Series of Bonds.

(b) The Trustee shall pay out of the appropriate Series Subaccount in the Debt Service Account to the respective Paying Agents: (1) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for the Bonds, the amount required for the payment of interest and Redemption Price on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents on the due dates thereof. The Trustee shall also pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement.

(c) Whenever there is a Security Instrument Repayment Obligation due and payable to any Security Instrument Issuer pursuant to the terms and provisions of a related Security Instrument Agreement, the Trustee shall pay out of the appropriate Series Subaccount in the Debt Service Account to such Security Instrument Issuer an amount equal to such Security Instrument Repayment Obligation. If payment is so made to a Security Instrument Issuer a corresponding payment on any Pledged Bonds held for the benefit of the Security Instrument Issuer shall not be made but shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

(d) Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by the Issuer in a Written Request, on or prior to the sixtieth (60th) day preceding the due date of such Sinking Fund Installment, be applied by the Trustee to (1) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (2) the redemption at the applicable sinking fund Redemption Price, pursuant to Article IV hereof, of such Bonds, if then redeemable by their terms, or (3) any combination of purposes described in clauses (1) and (2). All purchases of any Bonds pursuant to this Subsection (d) shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the Issuer shall direct the Trustee. The applicable sinking fund Redemption Price (or principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of such Account. As soon as practicable after the sixtieth (60th) day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, by giving notice as provided in Section 4.03, on such due date Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the Debt Service Account to the appropriate Paying

Agents, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Bonds shall be paid by the Issuer.

Section 5.08. Principal and Interest Fund — Debt Service Reserve Account. (a) Each Supplemental Indenture providing for the issuance of a Series of Bonds shall establish in the Debt Service Reserve Account a separate Series Subaccount for such Series of Bonds if there is a Debt Service Reserve Requirement for such Series of Bonds. Such Supplemental Indenture shall specify the Debt Service Reserve Requirement for such Series Subaccount. Subject to any limitations contained in a Supplemental Indenture, the Issuer may satisfy all or any portion of any Debt Service Reserve Requirement for a Series of Bonds by means of a Reserve Instrument (or may substitute one Reserve Instrument for another); *provided, however*, that if such Series of Bonds is Outstanding and there is a rating in effect for such Series of Bonds, the Issuer shall provide to the Trustee written evidence satisfactory to the Trustee from each Rating Agency then having a rating in effect for such Series of Bonds to the effect that the Rating Agency has reviewed the proposed Reserve Instrument and that the use of such Reserve Instrument (or the substitution of one Reserve Instrument for another, as appropriate) will not, by itself result in a reduction or withdrawal of such Rating Agency's rating of such Series of Bonds.

(b) If on the final Business Day of any month, after the deposit of moneys required by Section 5.06(1), the amount in any Series Subaccount in the Debt Service Account shall be less than the amount required to be in such Series Subaccount, the Trustee shall (1) apply amounts from the corresponding Series Subaccount, if any, in the Debt Service Reserve Account to the extent necessary to make good the deficiency, and (2) to the extent that moneys and investments available in the corresponding Series Subaccount, if any, in the Debt Service Reserve Account are not sufficient to eliminate the deficiency in the Series Subaccount in the Debt Service Account and Reserve Instruments are in effect for the corresponding Series of Bonds, immediately make a demand for payment on all such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof in the appropriate Series Subaccount in the Debt Service Account.

(c) Whenever the moneys on deposit in a Series Subaccount in the Debt Service Reserve Account for a Series of Bonds, including investment earnings and Reserve Instrument Coverage with respect thereto, shall exceed the Debt Service Reserve Requirement for all Outstanding Bonds of such Series and related Repayment Obligations, any excess moneys shall be transferred by the Trustee and deposited into the Principal and Interest Fund annually on each December 15.

(d) Whenever the amount in a Series Subaccount in the Debt Service Reserve Account, excluding any Reserve Instrument Coverage, together with the amount in the corresponding Series Subaccount in the Debt Service Account for a Series of Bonds, is sufficient to pay in full all Outstanding Bonds of such Series and related Repayment Obligations in accordance with their terms (including Principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in such Series Subaccount in the Debt Service Reserve Account shall be

transferred to the corresponding Series Subaccount in the Debt Service Account and no deposits shall be required to be made into such Series Subaccount in the Debt Service Reserve Account.

(e) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, in calculating the amount on deposit in a Series Subaccount in the Debt Service Reserve Account, the amount of the Reserve Instrument Coverage for the corresponding Series of Bonds will be treated as an amount on deposit in such Series Subaccount in the Debt Service Reserve Account.

(f) Unless otherwise specified in the Supplemental Indenture authorizing a Series of Bonds, no Reserve Instrument for such Series of Bonds shall be allowed to expire unless and until cash has been deposited into the appropriate Series Subaccount in the Debt Service Reserve Account, or a new Reserve Instrument has been issued in place of the expiring Reserve Instrument, in an amount or to provide coverage at least equal to the Debt Service Reserve Requirement for the corresponding Series of Bonds.

Section 5.09. Reserved.

Section 5.10. Purchase of Bonds. The Issuer may purchase any Bond, with the consent of the Owner thereof, from any available funds at public or private sale, as and when and at such prices as the Issuer may in its discretion determine, but at a price excluding accrued interest not exceeding the principal amount thereof, or in the case of Bonds that by their terms are subject to redemption prior to maturity, at the then current or first applicable Redemption Price (excluding accrued interest), as the case may be. All Bonds so purchased shall at such times as shall be selected by the Issuer be delivered to and canceled by the Trustee or any Transfer Agent (or as otherwise provided in a Supplemental Indenture) and shall thereafter be delivered to, or upon the order of, the Issuer, and no Bonds shall be issued in place thereof. In the case of the purchase of Bonds of a Series and maturity for which Sinking Fund Installments shall have been established, the Issuer shall, by a Written Request of the Issuer delivered to the Trustee, elect the manner in which the principal amount of such Bonds shall be credited toward Sinking Fund Installments.

ARTICLE VI

COVENANTS OF THE ISSUER

Section 6.01. Punctual Payment of Bonds. The Issuer will punctually pay or cause to be paid the principal or Redemption Price and the interest to become due in respect of all the Bonds and any Repayment Obligations, in strict conformity with the terms of the Bonds, any Security Instrument Agreement, any Reserve Instrument Agreement and the Indenture, and the Issuer will punctually pay or cause to be paid all Sinking Fund Installments which may be established for any Series of Bonds.

Section 6.02. No Impairment of Revenues. Pursuant to Section 11-14-17.5(2)(d) of the Utah Municipal Bond Act, (i) the ordinances, resolutions or other enactments of the Governing Body imposing the taxes constituting the Revenues and pursuant to which such taxes are being

collected and (ii) the obligation of the Issuer to levy, collect and allocate the taxes constituting the Revenues and to apply the Revenues as provided in the Indenture, shall be irrevocable so long as the Bonds are Outstanding and are not subject to amendment in any manner which would impair the rights of the Bondholders or which would in any way jeopardize the timely payment of the principal of or interest on the Bonds when due.

Section 6.03. Against Encumbrances. (a) The Issuer represents and covenants that the Indenture constitutes and the Bonds issued thereunder are secured by, including, but not limited to, a priority first lien on the Revenues and the Issuer shall not pledge or otherwise encumber the Revenues in a lien senior to that of the lien of the Indenture. The Issuer will not sell, convey, mortgage, encumber, pledge or otherwise dispose of any part of the Revenues except as provided in the Indenture; *provided, however*, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinated to that of the Bonds. The Issuer acknowledges, agrees and covenants that any existing or future indebtedness, agreement, contract, or similar arrangement not entered into pursuant to the Indenture in which the Issuer pledges, distributes or shares the Revenues is hereby deemed explicitly subordinate to the first lien pledge of the Indenture.

(b) The Issuer will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further accounts, instruments and transfers as may be reasonably required for the better assuring and pledging the Revenues and the other amounts pledged hereby to the payment of the principal of, Redemption Price and interest on the Bonds.

Section 6.04. Covenant of State of Utah. Pursuant to Section 11-14-17.5(3) of the Utah Municipal Bond Act, the State pledges and agrees with the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers that the State will not alter, impair or limit the Revenues in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged by the Indenture until the Bonds, together with applicable interest, are fully met and discharged; *provided, however*, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers.

Section 6.05. Accounts and Reports. (a) The Issuer will at all times keep, or cause to be kept, proper books of record and accounts, separate and apart from all other records and accounts of the Issuer, in which complete and accurate entries shall be made of all transactions relating to the Revenues. Such books of record and accounts shall at all times during business hours, and at no cost to the following indicated parties, be subject to the inspection of the Holders of not less than five percent (5%) of any Series of Bonds then Outstanding, any Security Instrument Issuer, any Reserve Instrument Issuer, any party specified by a Supplemental Indenture, or their representatives authorized in writing.

(b) The Issuer will place on file with any party specified by a Supplemental Indenture annually within six (6) months after the close of each Fiscal Year, a financial statement in reasonable detail for the preceding Fiscal Year showing the receipt and disposition of all Revenues and the balances of all Funds as of the end of each Fiscal Year, which financial statement and

balance sheet shall be accompanied by an Accountant's Certificate. Each such financial statement, in addition to whatever matters may be thought proper by the Independent Public Accountant to be included therein, shall include the following:

(1) An analysis of all Funds provided for herein, setting out as to each all deposits and disbursements made during the Fiscal Year and the amount in each Fund at the end of the Fiscal Year; and

(2) Such other matters as may be required by Supplemental Indenture.

Simultaneously with the filing of such financial statement, there shall be filed with any party specified by a Supplemental Indenture a report of indenture compliance review conducted by the firm of Independent Public Accountants which signed the Accountants' Certificate accompanying the financial statement.

(c) The reports, statements and other documents required to be furnished shall be available for inspection of and at no cost to Bondholders, Security Instrument Issuers and Reserve Instrument Issuers at the office of the Issuer and the Issuer shall mail the same to each Bondholder, Security Instrument Issuer and Reserve Instrument Issuer who shall file a written request therefor with the Issuer.

Section 6.06. Compliance With Indenture. The Issuer will not issue any Bonds in any manner other than in accordance with the provisions of the Indenture and will not suffer or permit any default to occur under the Indenture, but will faithfully observe and perform all the covenants, conditions and requirements hereof. The Issuer will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers of the rights, benefits and security provided in the Indenture. The Issuer for itself, its successors and assigns, represents, covenants and agrees with the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers as a material inducement to the purchase of the Bonds and the issuance of the Security Instruments and the Reserve Instruments, that so long as any of the Bonds shall remain Outstanding and the principal or Redemption Price thereof or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in the Indenture and the Bonds.

Section 6.07. Power to Issue Bonds and Pledge Revenues and Other Funds. The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to adopt the Indenture and to pledge the Revenues and other moneys, securities and funds to be pledged by the Indenture in the manner and to the extent provided in the Indenture. The Bonds and the provisions of the Indenture are and will be the valid and legally enforceable obligations of the Issuer in accordance with their terms and the terms of the Indenture. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and Funds pledged under the Indenture and all the rights of the Bondholders, the Security Instrument Issuers and the Reserve Instrument Issuers under the Indenture against all claims and demands of all persons whomsoever.

Section 6.08. General. (a) The Issuer shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Issuer under the provisions of the Act and the Indenture.

(b) Upon the date of delivery of any of the Bonds, all acts, conditions and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed in regular and in due time, form and manner as required by law and the Issuer will have duly and regularly complied with all applicable provisions of law and will be duly authorized to issue the Bonds under the Act in the manner and upon the terms as in the Indenture provided.

Section 6.09. Construction of Projects. Once the Issuer has determined to construct a Project, it will promptly commence, or cause to be commenced, the construction of such Project and will continue, or cause to be continued, the same to completion with all practicable dispatch, and such Project will be constructed in a sound and economic manner.

ARTICLE VII

THE TRUSTEE AND THE PAYING AGENTS

Section 7.01. Appointment of Trustee. (a) The Issuer shall in the Supplemental Indenture authorizing the first Series of Bonds appoint the Trustee for the Owners of the Bonds, to act as the legal depository of the Issuer for the purpose of receiving all moneys that the Issuer is required to pay to the Trustee hereunder and to hold, allocate, use and apply the same as provided in the Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed on it by the Indenture by delivering to the Issuer an executed copy thereof. The Trustee shall also act as registrar and as a Transfer Agent for the Bonds, with the duties herein provided, and shall also act in accordance with the duties specified in Section 3.02(a), except that the Issuer may appoint one or more additional Transfer Agents.

(b) The Trustee may at any time resign or be discharged of its duties and obligations hereby created by giving not less than sixty (60) days' written notice to the Issuer, specifying the date when such resignation shall take effect, and mailing notice thereof by first class mail postage prepaid to the Owners of all Bonds then Outstanding. Such resignation shall take effect on the day specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor; *provided, however*, that such resignation of the Trustee shall in no event take effect until such successor shall have been appointed.

(c) The Issuer may at any time remove any Trustee by the adoption of a Governing Body resolution providing for such removal, for the appointment of a successor, and for the effective date of the removal of the Trustee. The Trustee may also be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of Bonds

representing a majority of the Principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized. Any such removal of the Trustee shall in no event take effect until such successor shall have been appointed and shall have accepted the duties of Trustee by the execution of a Supplemental Indenture.

(d) Notice of the resignation or removal of the Trustee and the appointment of a successor shall be given by first class mail, postage prepaid, to the registered Holders of all Bonds then Outstanding, to all Security Instrument Issuers and to all Reserve Instrument Issuers, within 30 days after execution and delivery of the Governing Body resolution providing for such appointment. Any successor Trustee appointed by Governing Body resolution subsequent to the issuance of the first Series of Bonds issued hereunder shall be a bank or trust company in good standing incorporated under the laws of the United States of America or any state, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000.

Section 7.02. Paying Agents; Appointment and Acceptance of Duties; Removal. The Issuer shall appoint Paying Agents for the Bonds of each Series pursuant to Supplemental Indentures. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Issuer and to the Trustee a Supplemental Indenture or other written acceptance thereof. The Issuer may remove any Paying Agent and any successor thereto, and appoint a successor or successors thereto; *provided, however*, that any such Paying Agent designated by the Issuer shall continue to be a Paying Agent of the Issuer for the purpose of paying the principal and Redemption Price of and interest on the Bonds until the designation of a successor as such Paying Agent. Each Paying Agent designated for a Series of Bonds is hereby authorized to redeem Bonds of such Series when duly presented (or as otherwise provided in a Supplemental Indenture) to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

Section 7.03. Terms and Conditions of the Trusts. The Trustee shall perform the trusts contained in the Indenture as a corporate trustee ordinarily would perform said trusts under a corporate indenture, only upon and subject to the following express terms and conditions:

(a) The Trustee shall perform such duties and only such duties as are specifically set forth in the Indenture. The duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Indenture. No implied covenants or obligations shall be read into the Indenture against the Trustee.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of any of the same who have been selected by it with ordinary care. The Trustee shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder and may in all cases pay such reasonable compensation to all attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any

attorney for the Issuer or any other attorneys, if, in the case of such other attorneys, they are approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice. The Trustee shall not be liable for any error of judgment made in good faith by any of its officers or employees unless it shall be proved that the Trustee was grossly negligent in ascertaining pertinent facts.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer herein set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner or pledgee of Bonds secured hereby with the same rights that it would have if not Trustee. To the extent permitted by law, the Trustee may also receive tenders and purchase in good faith Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to the Indenture, upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Written Certificate of the Issuer as sufficient evidence of the facts therein contained and shall also be at liberty to accept a similar Written Certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Recorder of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty. The Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except (1) failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof, (2) the failure of the Issuer to file with the Trustee any document required by the Indenture to be so filed subsequent to the issuance of the Bonds and (3) any default with respect to a Security Instrument Agreement or a Reserve Instrument Agreement as to which any of the parties thereto has notified the Trustee in writing, unless the Trustee shall be specifically notified in writing of such default by the Owners of not less than ten percent (10%) in aggregate principal amount of Bonds then Outstanding. All notices or other instruments required by the Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee. In the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Trustee and Bondowners, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of the Issuer pertaining to the Revenues and the Bonds and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in the Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds or any action whatsoever within the purview of the Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee reasonably deemed desirable by it for the purpose of establishing the right of the Issuer to the authentication of any Bonds or the taking of any other action by the Trustee.

(l) Except as provided in the Indenture, the Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by the Indenture at the request, order or direction of any of the Bondowners, Security Instrument Issuers or Reserve Instrument Issuers, pursuant to the provisions of the Indenture, unless such Bondowners, Security Instrument Issuers or Reserve Instrument Issuers shall have offered to the Trustee's reasonable satisfaction, security or indemnity against the costs, expenses and liabilities that might be incurred therein or thereby.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received, but such

moneys need not be segregated from other funds except to the extent required by mandatory provisions of law.

(n) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, Bond or other paper or document, unless requested in writing so to do by (1) Holders of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (2) any Security Instrument Issuer of a Security Instrument then in full force and effect and not in default on a payment obligation, or (3) any Reserve Instrument Issuer of a Reserve Instrument then in full force and effect and not in default on a payment obligation; *provided*, that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of the Indenture, the Trustee may require reasonable indemnity against such expenses or liabilities as a condition to so proceeding. The reasonable expense of every such inquiry or examination shall be paid by the Issuer or, if paid by the Trustee, shall be reimbursed by the Issuer.

(o) The Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion, rights or powers conferred upon it by the Indenture.

(p) None of the provisions contained in the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

(q) The Trustee shall not be obligated to take or omit to take any action hereunder if, upon the basis of advice of counsel selected by it, the Trustee determines it would be unlawful to take or omit to take such action.

(r) The books of record and accounts maintained by the Trustee in connection with its duties hereunder shall at all times during business hours of the Trustee be subject to the inspection of an Authorized Officer of the Issuer.

(s) The Trustee hereby waives any right to set off and shall apply any and all deposits (general or special, time or demand, provisional or final) or collateral at any time held or any other indebtedness at any time owing by the Trustee, to or for the funds and accounts created hereunder or under any Supplemental Indenture, for the payment of the principal or Redemption Price of and interest on any Bonds.

Section 7.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and that in the opinion of the Trustee has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondowners and shall do so if requested in writing by the Owners of a majority of the aggregate principal amount of Bonds then Outstanding or any Security Instrument Issuer of a Security Instrument then in full force and effect and not in

default on a payment obligation. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 7.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business or assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of the Trustee or the Issuer, anything herein to the contrary notwithstanding.

Section 7.06. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer a Supplemental Indenture or other instrument in writing accepting such appointment hereunder. Thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Written Request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder. Every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its or his successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, the Issuer shall upon request therefor execute, acknowledge and deliver any and all such instruments in writing. Any Trustee ceasing to act shall, nevertheless, retain lien upon all property or funds held or collected by such Trustee to secure any amounts then due it pursuant to the provisions of Section 7.07 hereof.

Section 7.07. Compensation of the Trustee and Its Lien. The Issuer covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation, and, except as otherwise expressly provided, the Issuer covenants and agrees to pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of the Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its gross negligence or bad faith. The Issuer also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without gross negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim of liability in the premises. The obligations of the Issuer under this Section to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of the Indenture. Such additional indebtedness shall be secured by a lien prior to that of the Bonds upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the Owners of Bonds.

Section 7.08. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State of Utah) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under the Indenture, and in particular in case of the enforcement thereof on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action that may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by the Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee, but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 7.09. Appointment, Duties and Term of Remarketing Agent. The Issuer may pursuant to a Supplemental Indenture, related resolution or remarketing agreement authorized by either of such instruments, appoint one or more Remarketing Agents from time to time to purchase or remarket Put Bonds.

Section 7.10. Appointment, Duties and Term of Transfer Agent. The Issuer may appoint one or more Transfer Agents from time to time to transfer and authenticate Bonds. Each appointment shall be made by a Supplemental Indenture which shall, among other things, specify the duties, qualifications and term of such Transfer Agent and the conditions under which such Transfer Agent may resign, be removed or be replaced. Each Transfer Agent shall signify its acceptance of the duties imposed upon it pursuant to the Indenture by depositing with the Issuer and the Trustee a written acceptance of such duties, together with a certificate stating that the Transfer Agent is duly qualified to perform such duties under the terms of the Indenture and under all applicable local, state and federal laws. The Trustee may be appointed to act as Transfer Agent.

Section 7.11. Appointment, Duties and Term of Indexing Agent. The Issuer may appoint one or more Indexing Agents from time to time to compute an interest index relative to the establishment of the interest rate on one or more Series of Bonds bearing interest at a variable rate.

Each appointment shall be made by a Supplemental Indenture which shall, among other things, specify the duties, qualifications and term of such Indexing Agent and the conditions under which such Indexing Agent may resign, be removed or be replaced. Each Indexing Agent shall signify its acceptance of the duties imposed upon it pursuant to the Indenture by depositing with the Issuer and the Trustee a written acceptance of such duties, together with a certificate stating that the Indexing Agent is duly qualified to perform such duties under the terms of the Indenture and under all applicable local, state and federal laws. The Trustee may be appointed to act as Indexing Agent.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF INDENTURE

Section 8.01. Amendments Permitted. (a) The Indenture or any Supplemental Indenture and the rights and obligations of the Issuer and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture and pursuant to the affirmative vote at a meeting of Bondowners, or with the written consent without a meeting,

(1) of the Owners of at least sixty percent (60%) in principal amount of the Bonds then Outstanding, and

(2) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Owners of at least sixty percent (60%) in principal amount of the Bonds of each Series so affected and then Outstanding, and

(3) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Owners of at least sixty percent (60%) in principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and then Outstanding;

provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Owners of Bonds of such Series shall not be required and the Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall (i) extend the fixed maturity of any Bond, or reduce the principal amount or Redemption Price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Owners of each such Bond so affected, or (ii) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Indenture, without the consent of the Owners of all of the Bonds then Outstanding, or (iii) without its written consent thereto, modify any of the rights or obligations of the Trustee. If a Security Instrument or a Reserve Instrument is in effect and not in default on a payment obligation with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 8.01(b), neither the Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or the related Reserve Instrument Issuer, as the case may be. Notwithstanding

any provisions of the Indenture to the contrary, a Supplemental Indenture providing for the issuance by a Security Instrument Issuer of a Security Instrument in connection with a Series of Bonds issued under the Indenture may provide, among other provisions, that the Security Instrument Issuer shall at all times, so long as the Series of Bonds remain Outstanding, be deemed to be the exclusive owner of all of the Bonds of such Series for the purpose of consenting to the execution and delivery of a Supplemental Indenture pursuant to the provisions of this Subsection (a).

(b) Except as provided in a Supplemental Indenture, the Indenture or any Supplemental Indenture and the rights and obligations of the Issuer, the Owners of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Bondowners, Security Instrument Issuer or Reserve Instrument Issuer, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Issuer in the Indenture contained, other covenants and agreements thereafter to be observed;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Indenture or in regard to questions arising under the Indenture or to make any other change, as the Issuer may deem necessary or desirable, and that shall not adversely affect the interests of the Owners of the Bonds, the Security Instrument Issuers or the Reserve Instrument Issuers;

(3) to provide for the issuance of a Series of Bonds and to provide the terms and conditions under which such Series of Bonds may be issued, subject to and in accordance with the provisions of Article II;

(4) to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, or any successor provision of law;

(5) to make any change that shall not adversely affect the rights or interests of the Owners of the Bonds, any Security Instrument Issuers or any Reserve Instrument Issuers, requested by a Rating Agency in order to obtain or maintain any rating on the Bonds or by a Security Instrument Issuer or Reserve Instrument Issuer in order to insure or provide other security for any Bonds;

(6) to make any change necessary (A) to establish or maintain the exemption from federal income taxation of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America. Any Tax Exemption Certificate

may be amended or supplemented at any time as and to the extent provided therein without the consent of the Bondholders, Security Instrument Issuers or Reserve Instrument Issuers;

(7) if the Bonds affected by such change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(8) if the Bonds affected by such change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(9) unless otherwise provided by a Supplemental Indenture authorizing a Series of Construction Bonds (or Bond Anticipation Notes), the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Bondholders (1) a Supplemental Indenture designating the facilities to comprise the Project, (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds, and (3) a Written Certificate of the Issuer setting forth the Estimated Completion Date and the estimated Cost of Construction of the Project, as amended, and certifying that such amendment will not adversely affect the Issuer's ability to comply with the provisions of the Indenture;

(10) to correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct;

(11) to provide for the pledge of additional monies, funds or other assets to secure payment of one or more Series of Bonds; and

(12) to provide for a Reserve Instrument instead of cash to satisfy all or a portion of a Debt Service Reserve Requirement.

No modification or amendment shall be permitted pursuant to paragraph (11) of this Section 8.01(b) unless the Issuer delivers to the Trustee an Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds and satisfactory to the Holders of any Bonds affected by such modification or amendment to the effect that such modification or amendment will not adversely affect the tax-exempt status or validity of any Bonds affected by such modification or amendment. The Issuer shall notify any Security Instrument Issuer or Reserve Instrument Issuer prior to the execution and delivery of a Supplemental Indenture pursuant to this Section 8.01(b).

(c) Each Supplemental Indenture shall become effective as of the date of its execution and delivery or such later date as shall be specified in such Supplemental Indenture.

Section 8.02. Bondowners' Meetings. (a) The Trustee may, and upon the Written Request of the Issuer shall, at any time, call a meeting of the Owners of Bonds, to be held at such place as may be selected by the Trustee and specified in the notice calling such meeting. Written notice of such meeting, stating the time and place of meeting and in general terms the business to be submitted, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than sixty (60) days before such meeting, to any Security Instrument Issuer or Reserve Instrument Issuer that is in effect and not in default on a payment obligation with respect to any Series of Bonds Outstanding and to each Owner of Bonds then Outstanding at his address, if any, appearing upon the Bond register of the Issuer. The cost and expense of the giving of such notice shall be borne by the Issuer, and the Trustee shall be reimbursed by the Issuer for any expense incurred.

(b) Prior to calling any meeting of the Owners of Bonds, the Trustee shall adopt regulations for the holding and conduct of such meeting, and copies of such regulations shall be filed at the principal corporate trust office of the Trustee and at the office of the Issuer and shall be open to the inspection of all Bondowners. The regulations shall include such provisions as the Trustee may deem advisable for evidencing the ownership of Bonds, for voting in person or by proxy, for the selection of temporary and permanent officers to conduct the meeting and inspectors to tabulate and canvass the votes cast thereat, the adjournment of any meeting and the records to be kept of the proceedings of such meeting, including rules of order for the conduct of such meeting and such other regulations as, in the opinion of the Trustee, may be necessary or desirable.

(c) No resolution adopted by such meeting of Bondowners shall be binding unless and until a valid Supplemental Indenture has been passed containing the modifications or amendments authorized by the resolution adopted at such meeting. Such Supplemental Indenture shall become effective upon the filing with the Trustee of the resolution adopted at such meeting and such Supplemental Indenture.

Section 8.03. Amendment by Written Consent. To the extent an amendment is permitted by this Article, the Issuer may at any time execute and deliver a valid Supplemental Indenture amending the provisions of the Bonds, the Indenture or any Supplemental Indenture to become effective when and as approved by written consent of the Bondowners and any necessary Security Instrument Issuer and Reserve Instrument Issuer and as provided in this Section. Such Supplemental Indenture shall not be effective unless there shall have been filed with the Issuer or the Trustee the written consents of the necessary number of Owners of the Bonds then Outstanding and a notice shall have been mailed as hereinafter in this Section provided. It shall not be necessary for the consent of the Bondowners under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Each such consent of a Bondowner shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 12.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner thereof (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner of the Bonds giving such consent or, in the case of a Bondowner's consent, a subsequent Owner thereof by filing such revocation with the Issuer prior to the date when the notice hereinafter in this Section provided for has been mailed. Notice of the fact of the execution and delivery of such Supplemental Indenture shall be mailed by the Issuer to Bondowners (but failure to mail copies of such notice shall not

affect the validity of the Supplemental Indenture when assented to by the requisite percentage of the Owners of the Bonds as aforesaid) and to each Security Instrument Issuer and Reserve Instrument Issuer of a Security Instrument or a Reserve Instrument, as the case may be, then in effect and not in default in a payment obligation.

Section 8.04. Disqualified Bonds. Bonds owned or held by or for the account of the Issuer shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds in this Article provided for, and shall not be entitled to vote or consent to, or to take, any other action provided for in this Article. Any Pledged Bonds shall be deemed Outstanding and, for the purposes of any vote, shall be considered to be owned by the appropriate Security Instrument Issuer.

Section 8.05. Effect of Modification or Amendment. When any Supplemental Indenture modifying or amending the provisions of the Indenture or any Supplemental Indenture shall become effective as provided in this Article, the Indenture or such Supplemental Indenture shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture or such Supplemental Indenture of the Issuer, the Trustee, any Security Instrument Issuer, any Reserve Instrument Issuer and all Owners of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modification and amendment. All the terms and conditions of any such Supplemental Indenture shall be and be deemed to be part of the terms and conditions of the Indenture or such Supplemental Indenture for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The Issuer or the Trustee may determine that Bonds executed and delivered after the effective date of a Supplemental Indenture executed and delivered as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Issuer, as to the modification or amendment provided for by such Supplemental Indenture. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond (or as otherwise provided in a Supplemental Indenture) for the purpose at the principal corporate trust office of the Trustee or at such other office as the Issuer may select and designate for that purpose, a suitable notation shall be made on such Bond. The Issuer may determine that new Bonds, so modified as in the opinion of the Issuer is necessary to conform to such Supplemental Indenture, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bond then Outstanding, such new Bonds shall be exchanged at the principal corporate trust office of the Trustee without cost to any Bondowner, for Bonds then Outstanding, upon surrender of such Bonds (or as otherwise provided in a Supplemental Indenture).

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 9.01. Events of Default. If one or more of the following events occur, it is hereby declared to constitute an “*event of default*”:

(a) failure to make the due and punctual payment of the principal or Redemption Price (excluding the Redemption Price to be paid for the optional redemption of any Bond) of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) failure to make the due and punctual payment of any installment of interest on any Bond or any Sinking Fund Installment when and as such interest installment or Sinking Fund Installment shall become due and payable;

(c) failure by the Issuer to observe any of the covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, and failure to remedy the same for a period of thirty days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Issuer by the Trustee, or to the Issuer and the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding, or as otherwise provided in a Supplemental Indenture;

(d) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Chapter 9 of 11 U.S.C. (as the same may from time to time be hereafter amended), or other proceedings for relief under any Federal or state bankruptcy law or similar law for the relief of debtors are instituted by or against the Issuer and, if instituted against the Issuer, said proceedings are consented to or are not dismissed within thirty (30) days after such institution; or

(e) any event of default specified in a Supplemental Indenture;

provided that any failure by the Issuer to make payment as described in subparagraph (a) or (b) of this Section shall not constitute an Event of Default with respect to any Bond if the Supplemental Indenture authorizing the issuance of such Bond provides that due and punctual payment by a Security Instrument Issuer or a Reserve Instrument Issuer shall not give rise to an Event of Default and such payment is, in fact, duly and punctually made.

The Trustee shall give notice to Bondholders and any Security Instrument Issuer or Reserve Instrument Issuer of any Event of Default known to the Trustee within 30 days after it has knowledge thereof.

Section 9.02. Acceleration. (a) Upon the occurrence of an Event of Default, unless the principal of all the Bonds shall have already become due and payable,

(1) the Trustee may, or

(2) upon receipt of the written request of (i) the Holders of not less than 25% in aggregate Principal amount of the Bonds at the time Outstanding (subject to any limitations specified in a Supplemental Indenture authorizing a Series of Bonds with respect to the rights of the Holders of such Bonds, as the case may be), (ii) Security Instrument Issuers

at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of the Bonds at the time Outstanding, or (iii) any combination of Bondholders and Security Instrument Issuers described in clauses (i) and (ii) representing not less than 25% in aggregate Principal amount of the Bonds at the time Outstanding, the Trustee shall, or

(3) the Trustee shall, if an Event of Default shall have occurred under Section 9.01(e) and the Supplemental Indenture specifying such Event of Default requires acceleration upon occurrence of such Event of Default under this Section 9.02 (provided that if the Supplemental Indenture specifies that any conditions relating to such Event of Default to be satisfied prior to acceleration, such conditions have been satisfied),

upon notice in writing to the Issuer, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately. Upon such declaration, such principal and interest shall be immediately due and payable, notwithstanding anything to the contrary in the Indenture or in the Bonds; provided that with respect to an Event of Default described in 9.01(a) or (b) relative to any Series of Bonds Outstanding secured by a Security Instrument which is in full force and effect and not in default on any payment obligation thereunder, no acceleration of such Series of Bonds shall occur without the written consent of the Security Instrument Issuer that provided such Security Instrument, which consent shall not be unreasonably withheld.

(b) The right of the Trustee, or of the parties described in Section 9.02(a)(2), to request the Trustee to make any such declaration as aforesaid, however, is subject to the conditions that:

(1) if, at any time after such declaration, all overdue installments of interest upon the Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums then payable by the Issuer under the Indenture (except the principal of, and interest accrued since the next preceding interest date on, the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the Issuer or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Bonds or under the Indenture (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor;

(2) if, at any time after such declaration, no event of default, however defined in any Security Instrument Agreement, has occurred and is continuing under such Security Instrument Agreement;

(3) if the amount available to be drawn by the Trustee under each Reserve Instrument is then equal to the Reserve Instrument Limit; and

(4) if any other requirement specified in a Supplemental Indenture shall have been satisfied and if any Security Instrument then in effect with respect to the Bonds has

been reinstated to the fullest amount possible with respect to such Bonds pursuant to the terms and provisions of the related Security Instrument Agreement;

then and in every such case (i) the Holders of not less than 50% in aggregate Principal amount of the Bonds at the time Outstanding (subject to any limitations specified in a Supplemental Indenture authorizing a Series of Bonds with respect to the rights of the Holders of such Bonds), (ii) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure 50% in aggregate Principal amount of the Bonds then Outstanding, or (iii) any combination of Bondholders and Security Instrument Issuers described in clauses (i) and (ii) representing 50% in aggregate Principal amount of the Bonds at the time Outstanding, by written notice to the Issuer and to the Trustee, may rescind such declaration and annul such default in its entirety, or, if the Trustee shall have acted without a direction from the parties described in Section 9.02(a)(2), and if there shall not have been theretofore delivered to the Trustee written direction to the contrary by (i) the Holders of not less than 50% in aggregate Principal amount of the Bonds then Outstanding (subject to any limitations specified in a Supplemental Indenture authorizing a Series of Bonds with respect to the rights of the Holders of such Bonds), (ii) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of the Bonds then Outstanding, or (iii) any combination of Bondholders and Security Instrument Issuers described in clauses (i) and (ii) representing not less than 50% in aggregate Principal amount of the Bonds at the time Outstanding, then any such declaration shall *ipso facto* be deemed to be rescinded and any such default and its consequences shall *ipso facto* be deemed to be annulled, but no such rescission and annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

Section 9.03. Accounting and Examination of Records After Default. The Issuer covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and accounts of the Issuer and all other records of the Issuer relating to the Revenues shall at all times be subject to the inspection and use of the Trustee and Bondholders and of their agents and attorneys. The Issuer covenants that if an Event of Default shall happen and shall not have been remedied, the Issuer, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under the Indenture for such period as shall be stated in such demand.

Section 9.04. Application of Revenues and Other Moneys After Default. (a) During the continuance of an Event of Default, the Trustee shall apply such Revenues and such moneys, securities and funds and the income therefrom as follows and in the following order:

(i) to the payment of the reasonable and proper charges and expenses of the Trustee and the reasonable fees and disbursements of its counsel;

(ii) to the payment of the interest and principal or Redemption Price then due on the Bonds and Security Instrument Repayment Obligations, as follows:

(A) unless the principal of all of the Bonds shall have become or have been declared due and payable,

FIRST: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the Security Instrument Repayment Obligations in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds and Security Instrument Repayment Obligations that shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds and Security Instrument Repayment Obligations due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Bond Anticipation Notes, the Principal Installments on which have been subordinated pursuant to Section 2.05(b)(2)), the Security Instrument Repayment Obligations without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligations over any other Bond or Security Instrument Repayment Obligations, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference; and

(iii) to the payment of all obligations owed to all Reserve Instrument Issuers, ratably, according to the amounts due without any discrimination or preference;

provided, however, that, unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds: (i) moneys received under any Security Instrument or held in any Series Subaccount in the Debt Service Account in the Principal and Interest Fund shall not be used for purposes other than payment of the interest and principal or Redemption Price then due on the Series of Bonds secured by such Security Instrument or the Series of Bonds for which such Series Subaccount in the Debt Service Account was established, in accordance with paragraph (iii) of this Subsection (a); and (ii) moneys received under any Reserve Instrument or held in any Series Subaccount in the Debt Service Reserve Account in the Principal and Interest Fund shall not be used for purposes other than payment of the interest and principal or Redemption Price then due on the Series of Bonds secured by such Reserve Instrument or the Series of Bonds for which such

Series Subaccount in the Debt Service Reserve Account was established, in accordance with paragraph (iii) of this Subsection (a).

(b) If and whenever all overdue installments of interest on all Bonds and Repayment Obligations, together with the reasonable and proper charges and expenses of the Trustee, and all other sums payable by the Issuer under the Indenture, including the principal and Redemption Price of and accrued unpaid interest on all Bonds and Repayment Obligations that shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Issuer, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Indenture or the Bonds shall be made good or secured or provision shall be made therefor, and the Security Instrument Repayment Obligations shall be made good or secured to the satisfaction of the Security Instrument Issuers or provision deemed by the Security Instrument Issuers to be adequate shall be made therefor, and the Reserve Instrument Repayment Obligations shall be made good or secured to the satisfaction of the Reserve Instrument Issuers or provision deemed by the Reserve Instrument Issuers to be adequate shall be made therefor, the Trustee shall pay over to the Issuer all such Revenues then remaining unexpended in the hands of the Trustee (except Revenues deposited or pledged, or required by the terms of the Indenture to be deposited or pledged, with the Trustee). Thereupon the Issuer and the Trustee shall be restored, respectively, to their former positions and rights under the Indenture, and all Revenues shall thereafter be applied as provided in Article V. No such payment over to the Issuer by the Trustee or resumption of the application of Revenues as provided in Article V shall extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Section 9.05. Rights and Remedies of Bondowners. (a) Except as otherwise provided in a Supplemental Indenture, no Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(ii) either (1) the Holders of not less than 25% in Principal amount of the Outstanding Bonds, (2) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure 25% in aggregate Principal amount of the Bonds at the time Outstanding, or (3) any combination of Bondholders and Security Instrument Issuers described in clauses (1) and (2) representing not less than 25% in aggregate Principal amount of the Bonds at the time Outstanding, shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(iii) such Holder or Holders or Security Instrument Issuers have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(iv) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceedings; and

(v) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by (1) the Holders of a majority in Principal amount of the Outstanding Bonds, (2) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure a majority in aggregate Principal amount of the Bonds then Outstanding, or (3) any combination of Bondholders and Security Instrument Issuers described in clauses (1) and (2) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding;

it being understood and intended that no one or more Holders of Bonds, Security Instrument Issuers or Reserve Instrument Issuers shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other such parties, or to obtain or to seek to obtain priority or preference over any other such parties or to enforce any right under this Indenture, except in the manner herein and therein provided and for the equal and ratable benefit of all such parties and it being further understood and intended that no one or more Holders of Bonds shall have any right whatever to draw directly upon any Security Instrument or Reserve Instrument and that any draws upon any Security Instrument and Reserve Instrument must be strictly in accordance with the provisions of the Indenture.

(b) Notwithstanding any other provision in this Indenture, the Owner of any Bond shall have the right that is absolute and unconditional to receive payment of the principal of, Redemption Price and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date of such Bond) and to institute suit for the enforcement of any such payment, subject only to any conditions of any Security Instrument Issuer providing a Security Instrument securing such Bond. Such right to receive payment shall not be impaired without the consent of such Holder.

(c) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, (1) the Holders of a majority of the principal amount of the Outstanding Bonds, (2) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure a majority in aggregate principal amount of the Bonds then Outstanding, or (3) any combination of Bondholders and Security Instrument Issuers described under clauses (1) and (2) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding, shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, *provided* that:

- (i) such direction shall not be in conflict with any rule of law or this Indenture;
- (ii) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Owners not taking part in such direction; and
- (iii) the Trustee may take any other action consistent with such direction.

Section 9.06. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of

the Trustee and of the Bondowners, the Security Instrument Issuers and the Reserve Instrument Issuer, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the trust estate created hereby, including, without limitation, the proceeds of the sale of the Bonds, the Revenues and the Funds, including the investments, if any, thereof, pending such proceedings, with such powers as a court making such appointments shall confer.

Section 9.07. Non-Waiver. Nothing in this Article or in any other provision of the Indenture or in the Bonds, shall affect or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal and Redemption Price of and interest on the Bonds and Repayment Obligations to the respective Owners of the Bonds, Security Instrument Issuers and Reserve Instrument Issuers at the respective dates of maturity, or upon call for redemption, as herein provided, out of the Revenues and other moneys, securities and Funds herein pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners, Security Instrument Issuers and Reserve Instrument Issuers, as appropriate, to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and Repayment Obligations. No delay or omission of the Trustee or of any Holder of the Bonds or, with respect to Repayment Obligations, of any Security Instrument Issuer or any Reserve Instrument Issuer, as appropriate, to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owners of Bonds may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners of the Bonds or, with respect to Repayment Obligations, of any Security Instrument Issuer or any Reserve Instrument Issuer, as appropriate, may be exercised from time to time and as often as shall be deemed expedient by the Trustee, the Holders of the Bonds, Security Instrument Issuers and Reserve Instrument Issuers.

Section 9.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee and the Owners of Bonds or, with respect to Repayment Obligations, of any Security Instrument Issuer or any Reserve Instrument Issuer, as appropriate, is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Owner of any one or more of the Bonds or, with respect to Repayment Obligations, by Security Instrument Issuers or Reserve Instrument Issuers, as appropriate. Nothing herein contained shall permit the levy of any attachment or execution upon any of the properties of the Issuer except those pledged under and secured by the Indenture, nor shall any properties of the Issuer (except those pledged under and secured by the Indenture) be subject to forfeiture by reason of any default hereunder, it being expressly understood and agreed by each and every Owner of Bonds by the acceptance of any Bond and by each and every Security Instrument Issuer and Reserve Instrument Issuer by entering into Security Instrument Agreements and Reserve Instrument Agreements, that the rights of all such Owners of Bonds, Security Instrument Issuers and Reserve Instrument Issuers are limited and restricted to the use and application of Revenues and other moneys, securities and Funds pledged under the Indenture in accordance with the terms of the Indenture.

ARTICLE X

DEPOSITS AND INVESTMENT OF FUNDS

Section 10.01. Deposits. (a) All moneys held by the Trustee under the provisions of the Indenture shall be deposited with the Trustee. All moneys held by the Issuer under the Indenture shall be deposited in one or more Depositaries in the name of the Issuer. All moneys deposited under the provisions of the Indenture with the Trustee or any Depositary shall be held in trust and applied only in accordance with the provisions of the Indenture, and each of the Funds established by the Indenture shall be a trust fund for the purposes thereof.

(b) Except as otherwise expressly provided in the Indenture, each Fiduciary shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock, undivided profits and surplus aggregating at least \$10,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Indenture.

(c) All Revenues and other moneys held by any Fiduciary under the Indenture may be placed on demand or time deposit, if and as directed by the Issuer, *provided* that such deposits shall permit the moneys so held to be available for use at the time when needed. The Issuer, the Trustee and any Depositary shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Indenture, *provided*, that this shall not affect or impair the requirements of Section 5.06 hereof. Any such deposit may be made in the commercial banking department of any Fiduciary that may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by the Issuer and acceptable to such Fiduciary, on time deposit, *provided* that such moneys on deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(d) All moneys deposited with the Trustee and each Fiduciary shall be credited to the particular Fund or Account to which such moneys belong; *provided, however*, nothing herein contained shall prohibit the Issuer from directing the Trustee or a Fiduciary by a Written Request of the Issuer to make inter-Fund or Account transfers of investments at the market value of the investments so transferred, as such market value shall be determined by the Issuer at the time of transfer and set forth in the Written Request. The Trustee shall be entitled to rely on the determination set forth in the Written Request.

Section 10.02. Investment of Funds. (a) Moneys held in any Fund or Account shall be invested and reinvested by the Issuer or the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund or Account, subject to the following:

(1) the Trustee shall make such investments only in accordance with written instructions received from an Authorized Officer of the Issuer;

(2) any Supplemental Indenture authorizing a Series of Bonds may impose additional restrictions on moneys held in any Fund or Account; and

(3) any Supplemental Indenture authorizing a Series of Bonds may authorize the investment of moneys to be held in the related Project Account, Series Subaccount in the Debt Service Account or Series Subaccount in the Debt Service Reserve Account in such other investments in lieu of or in addition to the Investment Securities as may be specified by the Supplemental Indenture.

(b) Subject to any required rebate of earnings on investments in any Fund or Account to the United States of America pursuant to Section 148(f) of the Code and except as otherwise provided in a Supplemental Indenture establishing a Project Account or a Series Subaccount: (1) net income earned on any moneys or investments in the Construction Fund, the Revenue Fund and in each Series Subaccount in the Debt Service Account shall be retained in such Fund or Series Subaccount as the case may be; and (2) whenever the amount on deposit in any Series Subaccount in the Debt Service Reserve Account is equal to the applicable Debt Service Reserve Requirement, net income earned on any moneys or investments in such Series Subaccount shall be transferred by the Trustee and deposited into the Principal and Interest Fund, otherwise, to be retained therein.

ARTICLE XI

DEFEASANCE

Section 11.01. Discharge of Indebtedness. (a) If the Issuer shall fully pay or cause to be fully paid, or there shall otherwise be fully paid, subject to any limitations contained in a Supplemental Indenture with respect to a Series of Bonds, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due, including default interest, or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, and if all Repayment Obligations owed to Security Instrument Issuers and Reserve Instrument Issuers shall have been paid in full, then the pledge of any Revenues and other moneys, securities and Funds pledged under the Indenture and all covenants, agreements and other obligations of the Issuer to the Bondowners, Security Instrument Issuers and Reserve Instrument Issuers, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Issuer all moneys or securities held by them pursuant to the Indenture that are not required for the payment of principal or Redemption Price and interest, if applicable, on Bonds. If the Issuer shall pay or cause to be fully paid, or there shall otherwise be fully paid, to the Owners of any Outstanding Bonds the principal or Redemption Price, if applicable, and interest due, including default interest, or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the Issuer to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments for the full payment or redemption of which moneys shall have been set aside and shall be held in trust for the express benefit of the Owners of such Bonds by the Fiduciaries (through deposit by the Issuer of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in Subsection (a) of this Section unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds. Subject to any further conditions in a Supplemental Indenture with respect to a Series of Bonds, all Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in Subsection (a) of this Section if (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in Article IV notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount that shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys that, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due, including default interest, and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Owners of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, and accrued unpaid interest on said Bonds. Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; *provided* that any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Trustee, free and clear of any trust, lien or pledge; *provided* that such reinvestments are not needed to pay when due the principal or Redemption Price, if applicable, of and interest on said Bonds.

Section 11.02. Unclaimed Moneys. Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for four (4) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for four (4) years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, only after the Issuer and such Fiduciary have made every attempt practicable, including multiple attempts, to notify the Bondholders due such moneys of the availability of the moneys, at the Written Request of the Issuer, be repaid by the Fiduciary to the Issuer, as its absolute

property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Issuer for the payment of such Bonds.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Limited Liability of Issuer. Notwithstanding anything in the Indenture contained, the Issuer shall not be required to advance any moneys derived from any source of income other than the Revenues and other moneys, securities and Funds pledged under the Indenture for the payment of the principal or Redemption Price of or interest on the Bonds or for Repayment Obligations. Nevertheless, the Issuer may, but shall not be required to, advance for any of the purposes hereof any funds of the Issuer that may be available to it for such purposes.

Section 12.02. Benefits of Indenture Limited to Parties. Nothing in the Indenture, expressed or implied, is intended to give to any person other than the Issuer, the Trustee, any Paying Agents, any Transfer Agent, any Depositary, any Fiduciary, any Security Instrument Issuer, any Reserve Instrument Issuer and the Owners of the Bonds any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or agreements in the Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Trustee, any Paying Agents, any Transfer Agent, any Depositary, any Fiduciary, any Security Instrument Issuer, any Reserve Instrument Issuer and the Owners of the Bonds.

Section 12.03. Successor Is Deemed Included in All References to Predecessor. Whenever in the Indenture either the Issuer, the Trustee, any Transfer Agent, any Depositary, any Fiduciary, any Remarketing Agent, any Security Instrument Issuer, any Reserve Instrument Issuer or any Paying Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in the Indenture contained by or on behalf of the Issuer, the Trustee, any Transfer Agent, any Depositary, any Fiduciary, any Remarketing Agent, any Security Instrument Issuer, any Reserve Instrument Issuer or any Paying Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.04. Execution of Documents by Bondowners. Any request, declaration or other instrument that the Indenture may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of holding the same shall be proved by the Bond register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Trustee in good faith and in accordance therewith or in reliance thereon.

Section 12.05. System of Registration. This Indenture shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code.

Section 12.06. Plan of Financing. This Indenture shall constitute a plan of financing within the meaning and for all purposes of Section 11-14-302(3), Utah Code Annotated 1953, as amended.

Section 12.07. Notice; Waiver of Notice. (a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by the Indenture, a Supplemental Indenture or the Bonds must be in writing, except as expressly provided otherwise in the Indenture, the Supplemental Indenture or the Bonds. A notice or communication shall be sufficiently given, and shall be deemed given, when delivered by hand or mailed by first-class mail, postage prepaid, addressed to the Issuer as follows:

Alpine City
20 N. Main Street
Alpine, Utah 84004
Attn: City Administrator

or addressed to the Trustee or any other Fiduciary at the address provided for in the Supplemental Indenture appointing such party or at such other address as such party may designate by notice duly given in accordance with this Section to the Trustee, the Issuer and such other parties as have requested notice thereof. Any addressee may designate by notice given as provided herein such different or additional addresses for purposes of this Section.

(b) Whenever in the Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.08. Cremation or Destruction of Canceled Bonds. Whenever in the Indenture provision is made for the surrender to the Issuer of any Bonds that have been paid or canceled pursuant to the provisions of the Indenture, the Issuer may, by a Written Request of the Issuer, direct the Trustee to cremate or destroy such Bonds and furnish to the Issuer a certificate of such cremation or destruction.

Section 12.09. Governing Law. The Indenture shall be governed by and construed in accordance with the laws of the State of Utah.

Section 12.10. Article and Section Headings. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of the Indenture, and the words “herein”, “hereof”, “hereunder” and other words of similar import refer to the Indenture as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the Indenture.

Section 12.11. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in the Indenture on the part of the Issuer (or of the Trustee or of any Paying Agent) to be performed shall be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Indenture or of the Bonds; but the Bondowners, any Security Instrument Issuer and any Reserve Instrument Issuer shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed by the Mayor and countersigned by the City Recorder, and to evidence its acceptance of the trusts hereby created, [Trustee], National Association, has caused this Indenture to be executed by one of its Vice Presidents, all as of [Document Date], 2026.

ALPINE CITY, UTAH

By _____
Mayor

COUNTERSIGN AND ATTEST:

By _____
City Recorder

[TRUSTEE], NATIONAL ASSOCIATION

Vice President

EXHIBIT A

FORM OF WRITTEN REQUEST FOR CONSTRUCTION FUND

**WRITTEN CERTIFICATE AND REQUEST
FOR PAYMENT FROM CONSTRUCTION FUND**

To: [Trustee], National Association, as trustee under that certain Master Trust, dated as of [Document Date], 2026, as supplemented by a Supplemental Indenture dated as of _____ (the “*Supplemental Indenture*”), in connection with the Sales Tax Revenue Bonds, _____ (the “*Bonds*”) of Alpine City, Utah

DATED: _____

WRITTEN CERTIFICATE AND REQUEST NO. _____

The undersigned Authorized Officer of the Alpine City, Utah (the “*Issuer*”), does hereby certify and request to [Trustee], National Association, as trustee (the “*Trustee*”), as follows:

1. I have read the provisions of Section 1.01 (Written Certificate of the Issuer, Written Request of the Issuer, Written Statement of the Issuer) and Section 5.03(e) of the Master Trust Indenture, dated as of [Document Date], 2026 (the “*Master Indenture*”), between the Issuer and the Trustee, as supplemented by a Supplemental Indenture, dated as of [Document Date], 2026 (the “*Supplemental Indenture*” and, collectively with the Master Indenture, the “*Indenture*”), and in connection therewith have undertaken an examination and investigation of the facts and circumstances on which this Written Certificate and Request is based in order to make the request and certification contained herein, and in my opinion, this Written Certificate and Request complies with the provisions of Section 1.01 (Written Certificate of the Issuer, Written Request of the Issuer, Written Statement of the Issuer) and Section 5.03(e) of the Indenture.

2. Pursuant to the provisions of Section 5.03(e) of the Indenture, the undersigned hereby requests and authorizes a payment from the Series 2026 Project Account (the “*Project Account*”) in the Construction Fund relating to the Bonds to pay the amounts shown on the attached Payment Schedule to the Issuer, representing payments heretofore made or to be made by the Issuer to the persons listed thereon.

3. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Project Account as a Cost of Construction with respect to the Bonds and/or the Project financed by the Bonds.

4. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies in connection with this

authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedule is a proper charge against the Project Account, is a reasonable amount, and has not been heretofore included in a prior Written Certificate and Request for payment or reimbursement from the Project Account.

5. A copy of this Written Certificate and Request is being kept on file in the official records of the Issuer.

6. This Written Certificate and Request, including the Payment Schedule attached hereto, shall be conclusive evidence of the facts and statements set forth herein, and that there has not been filed with or served upon the Issuer notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing solely by operation of law.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture.

ALPINE CITY

By _____
Authorized Officer

Schedule I

PAYMENT SCHEDULE

PAYEE

AMOUNT

PURPOSE

\$ _____

FIRST SUPPLEMENTAL INDENTURE

Between

ALPINE CITY, UTAH

and

[TRUSTEE], NATIONAL ASSOCIATION, as Trustee

AUTHORIZING THE ISSUANCE AND SALE OF

**[\$[PRINCIPAL]
SALES TAX REVENUE BONDS, SERIES 2026**

Dated as of [Document Date], 2026

TABLE OF CONTENTS

SECTION	PAGE
ARTICLE I	DEFINITIONS ERROR! BOOKMARK NOT DEFINED.
Section 101.	Definitions..... Error! Bookmark not defined.
Section 102.	Authority for Series 2026 Supplemental Indenture . Error! Bookmark not defined.
ARTICLE II	AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2026 BONDS ERROR! BOOKMARK NOT DEFINED.
Section 201.	Authorization of Series 2026 Bonds, Principal Amount, Designation and Series..... Error! Bookmark not defined.
Section 202.	Purpose..... Error! Bookmark not defined.
Section 203.	Series 2026 Bonds..... Error! Bookmark not defined.
Section 204.	Denominations and Numbers..... Error! Bookmark not defined.
Section 205.	Paying Agent..... Error! Bookmark not defined.
Section 206.	Optional Redemption Error! Bookmark not defined.
Section 207.	Delivery of Series 2026 Bonds Error! Bookmark not defined.
Section 208.	Presentation and Surrender of the Series 2026 Bonds Error! Bookmark not defined.
Section 209.	Partially Redeemed Fully Registered Bonds ... Error! Bookmark not defined.
ARTICLE III	ESTABLISHMENT OF 2026 PROJECT ACCOUNT AND APPLICATION OF SERIES 2026 BOND PROCEEDS AND OTHER MONEYS ERROR! BOOKMARK NOT DEFINED.
Section 301.	Establishment of Series 2026 Project Account..... Error! Bookmark not defined.
Section 302.	Application of Proceeds of Series 2026 Bonds..... Error! Bookmark not defined.
Section 303.	Establishment of Series 2026 Debt Service Subaccount Error! Bookmark not defined.
Section 304.	No Series 2026 Debt Service Reserve Requirement..... Error! Bookmark not defined.
ARTICLE IV	FORM OF SERIES 2026 BONDS..... ERROR! BOOKMARK NOT DEFINED.
Section 401.	Form of Series 2026 Bonds..... Error! Bookmark not defined.
ARTICLE V	APPOINTMENT OF THE TRUSTEE..... ERROR! BOOKMARK NOT DEFINED.
Section 501.	Appointment of the Trustee Error! Bookmark not defined.
Section 502.	Notices to the Trustee Error! Bookmark not defined.

ARTICLE VI	RESERVED.....	ERROR! BOOKMARK NOT DEFINED.
ARTICLE VII	MISCELLANEOUS	ERROR! BOOKMARK NOT DEFINED.
Section 701.	Arbitrage Covenant; Covenant to Maintain Tax Exemption	Error! Bookmark not defined.
		Bookmark not defined.
Section 702.	Severability	Error! Bookmark not defined.
Section 703.	Counterparts	Error! Bookmark not defined.
Section 704.	Effective Date	Error! Bookmark not defined.
Section 705.	Reports to Purchaser	Error! Bookmark not defined.
Section 706.	Events of Default	Error! Bookmark not defined.
Section 707.	Certified Mail.....	Error! Bookmark not defined.
Section 708.	Amendments	Error! Bookmark not defined.
Signatures.....		Error! Bookmark not defined.

THIS FIRST SUPPLEMENTAL INDENTURE, dated as of [Document Date], 2026, by and between Alpine City, Utah (the “*Issuer*”) and [Trustee], National Association, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trust hereby created, as trustee (the “*Trustee*”):

WITNESSETH:

WHEREAS, the Issuer has entered into a Master Trust Indenture, dated as of [Document Date], 2026 (the “*Master Indenture*” and supplemented by the First Supplemental Indenture, the “*Indenture*”), with the Trustee;

WHEREAS, the Issuer considers it necessary and desirable and for the benefit of the Issuer and its residents to issue its Sales Tax Revenue Bonds, Series 2026 (the “*Series 2026 Bonds*”) pursuant to the Indenture and as hereinafter provided for the purpose of (i) paying all or part of the costs of acquisition, construction, renovation and improvement of an expansion to a fire station located in the City and related facilities and buildings, and related improvements (the “*Series 2026 Project*”) and (ii) paying certain costs related to the issuance and sale of the Series 2026 Bonds;

WHEREAS, the Series 2026 Bonds will be authorized, issued and secured under the Indenture on a parity with all other Bonds issued and outstanding from time to time thereunder; and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

ARTICLE I

DEFINITIONS

Section 101. Definitions.

(a) Except as provided in subparagraph (b) of this Section, all defined terms contained in the Master Indenture when used in this Series 2026 Supplemental Indenture, shall have the same meanings as set forth in the Master Indenture.

(b) As used in this Series 2026 Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following meanings:

“*Default Rate*” shall mean the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law.

“*Indenture*” means the Master Indenture as supplemented by the Series 2026 Supplemental Indenture.

“Issue Date” means the date of original issuance of the Series 2026 Bonds.

“Master Indenture” means the Master Trust Indenture, dated as of [Document Date], 2026, between the Issuer and the Trustee.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Purchaser” means [Purchaser], as the Purchaser of the Series 2026 Bonds.

“Record Date” means, with respect to the Series 2026 Bonds, the fifteenth day preceding each respective interest payment date.

“Series 2026 Bonds” means the Series of Bonds of the Issuer authorized by the Series 2026 Supplemental Indenture.

“Series 2026 Debt Service Reserve Requirement” means an amount equal to \$0.

“Series 2026 Debt Service Subaccount” means the Series Subaccount established in the Debt Service Account in the Principal and Interest Fund pursuant to Section 5.02 of the Master Indenture and Section 303 hereof.

“Series 2026 Project” may include the acquisition, construction, renovation and improvement of an expansion to a fire station located in the City and related facilities and buildings, and related improvements.

“Series 2026 Project Account” means the account of that name established in Section 301 of this Series 2026 Supplemental Indenture.

“Series 2026 Supplemental Indenture” means this First Supplemental Indenture, dated as of [Document Date], 2026, between the Issuer and the Trustee, authorizing the issuance and confirming the sale of the Series 2026 Bonds.

“Tax Certificate” means any agreement or certificate of the Issuer that it may deliver in order to assure the tax-exempt status of interest received on the Series 2026 Bonds.

“Trustee” means [Trustee], National Association, of Salt Lake City, Utah, and its successors and permitted assigns under the Indenture.

The terms *“hereby,” “hereof,” “hereto,” “herein,” “hereunder,”* and any similar terms as used in this Series 2026 Supplemental Indenture, refer to this Series 2026 Supplemental Indenture.

Section 102. Authority for Series 2026 Supplemental Indenture. This Series 2026 Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2026 BONDS

Section 201. Authorization of Series 2026 Bonds, Principal Amount, Designation and Series. For the purpose specified in Section 202 hereof and in accordance with and subject to the terms, conditions and limitations established in the Master Indenture and the Series 2026 Supplemental Indenture, a series of Sales Tax Revenue Bonds is hereby authorized to be issued in the aggregate principal amount of \$[Principal]. Such Series of Bonds shall be designated “*Sales Tax Revenue Bonds, Series 2026*”. The Series 2026 Bonds shall be issued only in fully registered form, without coupons.

Section 202. Purpose. The purpose for which the Series 2026 Bonds are being issued is to pay the Cost of Construction of the Series 2026 Project and to pay all costs incident to the authorization and issuance of the Series 2026 Bonds. The lien and pledge of the Indenture securing the Series 2026 Bonds and payments due on the Series 2026 Bonds are not affected by the Issuer’s completion of the Series 2026 Project. The Revenues and other security for the Series 2026 Bonds are pledged under the Indenture and payments on the Series 2026 Bonds are due whether or not the Issuer completes the Series 2026 Project.

Section 203. Series 2026 Bonds. The Series 2026 Bonds shall be dated as of the Issue Date. Interest on the Series 2026 Bonds shall be payable semiannually on [Principal Payment Date] and [Interest Payment Date], commencing on [Interest Payment Date], 2026, and shall be calculated on the basis of a year of 360 days consisting of twelve 30-day months.

The Series 2026 Bonds shall mature on the dates and in the principal amounts, and shall bear interest at the rates per annum, as set forth in the following table:

YEAR ([PRINCIPAL PAYMENT DATE])	PRINCIPAL AMOUNT	INTEREST RATE
	\$	%

The Series 2026 Bonds shall bear interest at the Default Rate (i) on overdue principal or interest and (ii) in the event of an Event of Default, from the date on which such principal or interest was due until the same is paid or from the date of the Event of Default until the same is cured, as the case may be.

Section 204. Denominations and Numbers. The Series 2026 Bonds shall be issued only as fully-registered Bonds, without coupons in denominations of \$100,000 or any whole multiple of \$1,000 in excess of \$100,000; *provided, however*, that any maturity less than \$100,000 shall be issued in a single denomination in the amount of such maturity. The Series 2026 Bonds shall be numbered from one (1) consecutively upwards with the prefix “R-“ preceding each number.

Section 205. Paying Agent. [Trustee], National Association, of Salt Lake City, Utah, is hereby appointed the Paying Agent for the Series 2026 Bonds, subject to Section 7.02 of the Master Indenture. Subject to Section 208 herein, principal of the Series 2026 Bonds shall be payable by wire or by check or draft mailed via certified mail to the Owner thereof upon presentation and surrender at the principal corporate trust office of [Trustee], National Association, in Salt Lake City, Utah, or of its successor as Paying Agent. Payment of interest on any Series 2026 Bonds shall be made to the Owner thereof and shall be paid by wire or by check or draft mailed via certified mail to the Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such Owner.

Section 206. Optional Redemption. [To come].

Section 207. Delivery of Series 2026 Bonds. The Series 2026 Bonds shall be delivered to the Purchaser, upon compliance with the provisions of Section 2.02 of the Master Indenture, at such time and place as provided in, and subject to, the provisions of this Supplemental Indenture.

Section 208. Presentation and Surrender of the Series 2026 Bonds. As an alternative to the presentation and surrender by the Bondholder of each of the Series 2026 Bonds for payment, exchange or transfer, the Bondholder may provide the Trustee with a written certificate, at no cost or expense to the Bondholder and in substantially the form attached hereto as *Exhibit A*, that the Series 2026 Bond(s) has been lost, stolen, mutilated or destroyed.

Section 209. Partially Redeemed Fully Registered Bonds. As an alternative to the surrender by the Bondholder of each of the Series 2026 Bonds and issuance of a new Series 2026 Bond in the event that any Series 2026 Bond shall be redeemed in part only (pursuant to Section 4.04 of the Master Indenture), the Bondholder shall make a notation of such partial redemption on each of the Series 2026 Bonds that are redeemed in part only.

ARTICLE III

ESTABLISHMENT OF SERIES 2026 PROJECT ACCOUNT AND APPLICATION OF SERIES 2026 BOND PROCEEDS AND OTHER MONEYS

Section 301. Establishment of Series 2026 Project Account. There is hereby established a Project Account in the Construction Fund designated as the “*Series 2026 Project Account*”. The moneys in the Series 2026 Project Account shall be used for the purposes and as authorized by Section 5.03 of the Master Indenture. All amounts remaining on deposit in the Series 2026 Project Account upon the filing of the Written Certificate of the Issuer with respect to the Project as contemplated in Section 5.03(g) of the Master Indenture, other than amounts specified therein that must be retained in the Series 2026 Project Account to pay unpaid Costs of Construction, shall be transferred to the Series 2026 Debt Service Subaccount and used by the Issuer to pay principal on the Series 2026 Bonds or to purchase Series 2026 Bonds as provided in Section 5.10 of the Master Indenture.

Section 302. Application of Proceeds of Series 2026 Bonds. All of the proceeds of the sale of the Series 2026 Bonds (\$[Principal]) shall be paid to the Trustee for deposit into the Series 2026 Project Account.

Section 303. Establishment of Series 2026 Debt Service Subaccount. Pursuant to the provisions of Section 5.02 of the Indenture, there is hereby established in the Debt Service Account in the Principal and Interest Fund a separate Series Subaccount for the Series 2026 Bonds designated as the “Series 2026 Debt Service Subaccount”.

Section 304. No Series 2026 Debt Service Reserve Requirement. The Series 2026 Debt Service Reserve Requirement shall be \$0.

ARTICLE IV

FORM OF SERIES 2026 BONDS

Section 401. Form of Series 2026 Bonds. Subject to the provisions of the Master Indenture, each Series 2026 Bond shall be in substantially the following form, with such insertions or variations as to any amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted hereby or by the Master Indenture:

Registered

Registered

Number R- _____

\$ _____

[FORM OF BOND]

**UNITED STATES OF AMERICA
STATE OF UTAH
CITY OF CEDAR HILLS
SALES TAX REVENUE BOND
SERIES 2026**

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE
[Principal Payment [Closing Date], 2026
Date], _____

REGISTERED OWNER: [PURCHASER]

PRINCIPAL AMOUNT: ----- DOLLARS-----

KNOW ALL MEN BY THESE PRESENTS that the Alpine City, Utah (the “*Issuer*”), a duly organized and existing body corporate and political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, in the manner and from the source hereinafter provided, to the registered owner identified above or registered assigns, on the maturity date specified above, upon presentation and surrender hereof (or as otherwise provided for in the Supplemental Indenture (defined below)) the principal amount identified above (the “*Principal Amount*”), and to pay to the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from and including the dated date identified above (the “*Dated Date*”) at the interest rate per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months) specified above (the “*Interest Rate*”), payable semiannually on [Principal Payment Date] and [Interest Payment Date] of each year, beginning [Interest Payment Date], 2026, until payment in full of the Principal Amount. The Issuer promises to pay interest at the Default Rate on overdue principal and interest and/or in the event of an Event of Default (each as defined in the Indenture) from the date on which such principal or interest was due until the same is paid or from the date of the Event of Default until the same is cured, as the case may be.

Principal of and premium, if any, on this Bond shall be payable to the Owner hereof by wire or by check or draft mailed via certified mail, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts. Payment of the semiannual interest hereon shall be made to the registered owner hereof and shall be paid by wire or by check or draft mailed via certified mail to the person who is the registered owner of record as of the close of business on the fifteenth day preceding each respective interest payment date occurs at the address of such registered owner as it appears on the registration books

of the Issuer maintained by the Trustee (as hereinafter defined), or at such other address as is furnished in writing by such registered owner to the Trustee as provided in the Indenture (as hereinafter defined).

THIS BOND AND THE ISSUE OF BONDS OF WHICH IT IS A PART ARE ISSUED IN CONFORMITY WITH AND AFTER FULL COMPLIANCE WITH THE CONSTITUTION OF THE STATE OF UTAH AND PURSUANT TO THE PROVISIONS OF THE ACT AND ALL OTHER LAWS APPLICABLE THERETO. IT IS HEREBY CERTIFIED, RECITED, AND DECLARED THAT ALL CONDITIONS, ACTS AND THINGS REQUIRED BY THE CONSTITUTION OR STATUTES OF THE STATE OF UTAH AND BY THE ACT AND THE INDENTURE TO EXIST, TO HAVE HAPPENED OR TO HAVE BEEN PERFORMED PRECEDENT TO OR IN CONNECTION WITH THE ISSUANCE OF THIS BOND EXIST, HAVE HAPPENED AND HAVE BEEN PERFORMED AND THAT THE ISSUE OF THE SERIES 2026 BONDS, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE ISSUER, IS WITHIN EVERY DEBT AND OTHER LIMIT PRESCRIBED BY SAID CONSTITUTION AND STATUTES.

This Bond is one of a Series of Bonds designated as "*Sales Tax Revenue Bonds, Series 2026*" (the "*Series 2026 Bonds*"), limited to the aggregate principal amount of \$[Principal], duly issued under and by virtue of the provisions of Part 11 of Chapter 1 of Title 17B of the Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (collectively, the "*Act*") and under and pursuant to the Master Trust Indenture dated as of [Document Date], 2026 between the Issuer and the Trustee (the "*Master Indenture*"), as supplemented by the First Supplemental Indenture (the "*Supplemental Indenture*") authorizing the issuance of this Series of Bonds, dated as of [Document Date], 2026 between the Issuer and the Trustee (such Master Indenture and Supplemental Indenture and any and all such further supplemental indentures related to the Series 2026 Bonds being herein collectively called the "*Indenture*"), for the purpose of (a) paying the costs of the acquisition and construction of the Series 2026 Project; and (b) paying expenses properly incident thereto and to the issuance of the Series 2026 Bonds.

Copies of the Indenture are on file at the office of the City Recorder of the Issuer, in Utah County, Utah, and at the principal corporate trust office of [Trustee], National Association, in Salt Lake City, Utah, as trustee under the Indenture (said trustee and any successors thereto under the Indenture being herein called the "*Trustee*"). Reference to the Indenture and to the Act is made for a description of the pledge and covenants securing the Series 2026 Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Series 2026 Bonds are issued, and upon which additional bonds, notes and other obligations may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Issuer and the Trustee. Such pledge and other obligations of the Issuer under the Indenture may be discharged at or prior to the maturity of the Series 2026 Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Indenture.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF AND INTEREST ON THIS BOND SOLELY FROM THE REVENUES AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE INDENTURE. THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS. PURSUANT TO THE INDENTURE, SUFFICIENT REVENUES HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART.

As provided in the Indenture, bonds, may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations that may be issued is not limited. All bonds issued and to be issued under the Indenture are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

To the extent and in the respects permitted by the Indenture, the Indenture may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Indenture. The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable, as provided in the Indenture.

The Series 2026 Bonds are issuable solely in the form of fully-registered Bonds, without coupons, in the denomination or denominations of \$100,000 or any whole multiple of \$1,000 in excess of \$100,000; *provided, however*, that any maturity less than \$100,000 shall be issued in a single denomination in the amount of such maturity.

The Series 2026 Bonds are subject to redemption as provided in the Series 2026 Supplemental Indenture.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, ALPINE CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by the Mayor and attested by its City Recorder and has caused the facsimile of its corporate seal to be printed hereon, and said officials by the execution hereof do adopt as and for their own proper signatures their facsimile signatures appearing on each of the Bonds, all as of the dated date specified above.

Mayor

ATTEST:

City Recorder

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture and is one of the Sales Tax Revenue Bonds, Series 2026 of Alpine City, Utah.

[TRUSTEE], NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Signature

Date of registration and authentication: [Closing Date], 2026.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) _____ (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

[Empty rectangular box]

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of the ALPINE CITY, UTAH, and hereby irrevocably constitutes and appoints _____

attorney, to register the transfer of said Bond on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____ Signature: _____

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE V

APPOINTMENT OF THE TRUSTEE

Section 501. Appointment of the Trustee. For the benefit and protection of the Bonds and the Owners of the Bonds from time to time, [Trustee], National Association, a national banking association having the powers of a trust company, doing business and having its principal corporate trust office in Salt Lake City, Utah, is hereby appointed as Trustee. The Trustee shall signify acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Issuer a written acceptance thereof prior to the delivery of the Series 2026 Bonds.

Section 502. Notice to the Trustee. The address for notices given to the Trustee pursuant to Section 12.07 of the Master Indenture shall be as follows:

[Trustee], National Association
[Address]
[City, State, Zip]

ARTICLE VI

[RESERVED]

ARTICLE VII

MISCELLANEOUS

Section 701. Arbitrage Covenant; Covenant to Maintain Tax Exemption. (a) The Mayor and the City Recorder, City Manager, Finance Director and other appropriate officials of the Issuer are authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2026 Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, (ii) the Series 2026 Bonds are not and will not become “private activity bonds” within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with, (v) interest on the Series 2026 Bonds is not and will not become includible in gross income of the Owners thereof for federal income tax purposes under the Code and applicable regulations promulgated or proposed thereunder and for State of Utah income tax purposes, and (vi) the Issuer has designated the Series 2026 Bonds as a bank-qualified issuance.

(b) The Issuer covenants and certifies to and for the benefit of the Owners from time to time of the Series 2026 Bonds that:

(i) the Issuer will at all times comply with the provisions of any Tax Certificates;

(ii) the Issuer will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be

rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2026 Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2026 Bonds, pursuant to Section 148 of the Code and applicable regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused the Series 2026 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) the Issuer will not provide any service or use or permit the use of any of its facilities or properties in such manner that would cause the Series 2026 Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2026 Bonds and ending 15 days following the delivery of the Series 2026 Bonds, other than the Series 2026 Bonds; and

(vi) the Issuer will not take any action that would cause interest on the Series 2026 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2026 Bonds as provided in Section 103 of the Code, nor will the Issuer omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2026 Bonds to be or to become ineligible for the exclusion from gross income of the Owners of the Series 2026 Bonds as provided in Section 103 of the Code. In the event that an action or inaction of the Issuer directly causes the interest payable with respect to the Series 2026 Bonds to be includable in gross income of the Owners thereof for federal and State of Utah income tax purposes pursuant to a final, non-appealable ruling, the Issuer shall make the Owners of the Series 2026 Bonds whole by paying interest on the Series 2026 Bonds at a tax-equivalent (i.e. taxable) interest rate determined by the Owners of such Bonds in a commercially reasonable manner.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2026 Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder.

Section 702. Severability. If any provision of this Series 2026 Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Series 2026 Supplemental Indenture contained, shall not affect the remaining portions of this Series 2026 Supplemental Indenture, or any part thereof.

Section 703. Counterparts. This Series 2026 Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 704. Effective Date. This Series 2026 Supplemental Indenture shall become effective immediately upon execution.

Section 705. Reports to Purchaser. For as long as the Series 2026 Bonds remain Outstanding, the Issuer agrees to forward or otherwise make available to the Purchaser (so long as the Purchaser is a Bondholder) its audited financial statement (including any amendments or revisions of the same) within 180 days after the end of each fiscal year of the Issuer. In addition, the Issuer agrees to make available to the Purchaser (so long as the Purchaser is a Bondholder) its annual budget reports within 30 days after adoption.

Section 706. Events of Default. (a) So long as the Series 2026 Bonds are (i) the only Bonds Outstanding under the Master Indenture, (ii) the Purchaser is the Bondholder, and (iii) the Purchaser acts in a commercially reasonable manner: (A) the Purchaser shall have the right to declare, to waive and to deem as cured an Event of Default and to direct any acceleration, proceeding, waiver or other action pursuant to Article IX of the Indenture relating to any Event of Default with respect to the Series 2026 Bonds; and (B) the Trustee may not waive or deem as cured an Event of Default with respect to the Series 2026 Bonds without the prior written consent of the Purchaser.

(b) Notwithstanding anything to the contrary in the Indenture, so long as (i) the Purchaser is the Bondholder of the Series 2026 Bonds, (ii), (ii) the Purchaser gives a thirty (30) day written notice by certified mail to the Trustee and the Issuer of the occurrence of an Event of Default and (iii) the Purchaser acts in a commercially reasonable manner: the Purchaser shall have the right to cause the Series 2026 Bonds to bear interest at the Default Rate, as defined in this Series 2026 Supplemental Indenture, beginning on the date which is thirty-one (31) days after the date such notice has been mailed until such Event of Default is cured to the satisfaction and consent of the Registered Owner of the Series 2026 Bonds, which satisfaction and consent shall not be unreasonably delayed or withheld.

Section 707. Certified Mail. For as long as the Series 2026 Bonds remain Outstanding of which the Purchaser is the Bondholder, any mailing to the Bondholders of Series 2026 Bonds set forth or required by the Indenture of the Trustee shall be made by certified mail.

Section 708. Amendments. Except as provided in Section 8.01 of the Master Indenture, so long as the Purchaser is the Owner of 100% of the Series 2026 Bonds, no change, revision, addition or deletion may be made to this Series 2026 Supplemental Indenture without the prior written approval of the Purchaser; such consent to not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Issuer has caused this Series 2026 Supplemental Indenture to be executed by the Mayor and countersigned by the City Recorder, and to evidence its acceptance of the trusts hereby created, [Trustee], National Association, has caused this Indenture to be executed by one of its Vice Presidents, all as of [Document Date], 2026.

ALPINE CITY, UTAH

By _____
Mayor

COUNTERSIGN AND ATTEST:

By _____
City Recorder

[TRUSTEE], NATIONAL ASSOCIATION

By _____
Vice President

EXHIBIT A

CERTIFICATE OF LOST, STOLEN, MUTILATED OR DESTROYED BOND

The undersigned, on behalf of _____ (the “*Bondholder*”), in connection with Alpine City, Utah Sales Tax Revenue Bonds, Series 2026 (the “*Series 2026 Bonds*”) hereby certifies and covenants on behalf of the Bondholder as follows:

1. One or more of the Series 2026 Bonds has been lost, stolen, mutilated or destroyed.
2. The Bondholder hereby represents and warrants, as follows: (a) the Series 2026 Bonds have not been endorsed for transfer at any time prior to the date hereof; (b) the Bondholder has not sold or otherwise conveyed the Series 2026 Bonds; and (c) no one other than the Bondholder has or could have any interest in the Series 2026 Bonds.
3. In the unlikely event that anyone were to present the original Series 2026 Bonds as having been obtained for value from the Bondholder and provides sufficient evidence of such to the Trustee and the same is verified by Bondholder, the Bondholder agrees to defend and hold harmless Alpine City, Utah and [Trustee], National Association, for any losses that either party incurs regarding the replacement or exchange of the Series 2026 Bonds.

IN WITNESS WHEREOF, we have hereunto set our hands as of _____,
_____.

By: _____
Title: _____

ALPINE CITY COUNCIL AGENDA

SUBJECT: Request for Approval of Funds to Determine Property Ownership Near Alpine Highway

FOR CONSIDERATION ON: June 9, 2026

PETITIONER: Councilmembers Andrew Young and Jessica Smuin

ACTION REQUESTED BY PETITIONER: Consider approval of funds to determine the property ownership near Alpine Highway.

BACKGROUND INFORMATION:

Councilmembers Andrew Young and Jessica Smuin have requested that the City Council approve funds to determine the property ownership of an area near Alpine Highway, which will be referred to as “the lane”. This item was included on the May 12 City Council meeting as a discussion item. As a result of the discussion, staff understood that they were to work with the County and what resources they had to try to get additional information as to the ownership of the property in question.

Since others had been to the Utah County Recorder’s Office and seemed to have exhausted their help, staff researched deeds that were included in the abstract for the property that was eventually developed, including Braddock Lane, the western portion of Allegheny Way along Rachel McTeer Park and the park itself. Based on a private land survey that was completed in 1996, staff felt there was a relationship between the property that was developed and the lane.

Seven deeds from 1979 to 2004 were reviewed. Prior to 2004, there was a strip of property, which appears to be the lane, that showed up on deeds as a “2-rod strip of land” that was conveyed through warranty deeds. A rod is 16.5 feet, so the “2-rod strip of land” is 33 feet wide. The earliest deed that was review is from 1979, which is a warranty deed conveying the property from “Wayne C. Miller and Delvin Jenks and Elwyn D. Jenks” to “Transwest Properties, Inc.”. The lane is included as parcel 4. The seven deeds that were reviewed are included in the packet, with the oldest deed (1979) that was reviewed and going through seven changes in ownership (or correction) for the property. The lane is mentioned in the included deeds through a warranty deed recorded in 2003, conveying land from “Alan G. Cutler and Delightra A. Cutler” to “Leland E. Johnson”. In 2004, a corrective warranty deed was recorded between the same two parties, which removed the lane description from the deed. The map included in the packet shows how these legal descriptions compare.

For five conveyances between 1979 and 2003 (all warranty deeds with the exception of one quit claim deed), the title to the lane appears to have been transferred with the recording of deeds. Staff was not able to find any evidence of the lane being under the ownership of the City. It is noted that the City has an existing sewer line that runs through this area. Staff has not found a recorded utility easement for this line, however it was installed around 1995 or 1996. An easement could have been recorded with an

erroneous legal description, which could cause it to not be listed on the abstract. However, this line has been in place for around 30 years, which would likely create a prescriptive easement for the sewer line. This would not create an easement for other uses, such as a trail, as mentioned by city attorney, Steve Doxey, at the May 12 City Council meeting.

This item is on the agenda to determine if the City Council is will to allocate funds to determine the property ownership of the lane.

STAFF RECOMMENDATION

Review the information provided and determine if funds will be allocated to hire a title company to determine the ownership of the property referred to as the lane.

SAMPLE MOTION TO APPROVE:

I move to approve \$ _____ to hire a title company to determine the ownership of the property referred to as the lane.

****Insert motion to approve****

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to approve \$ _____ to hire a title company to determine the ownership of the property referred to as the lane, with the following conditions/changes:

- ****insert finding****

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny approving funds to determine the ownership of the lane based on the following:

- (insert finding)

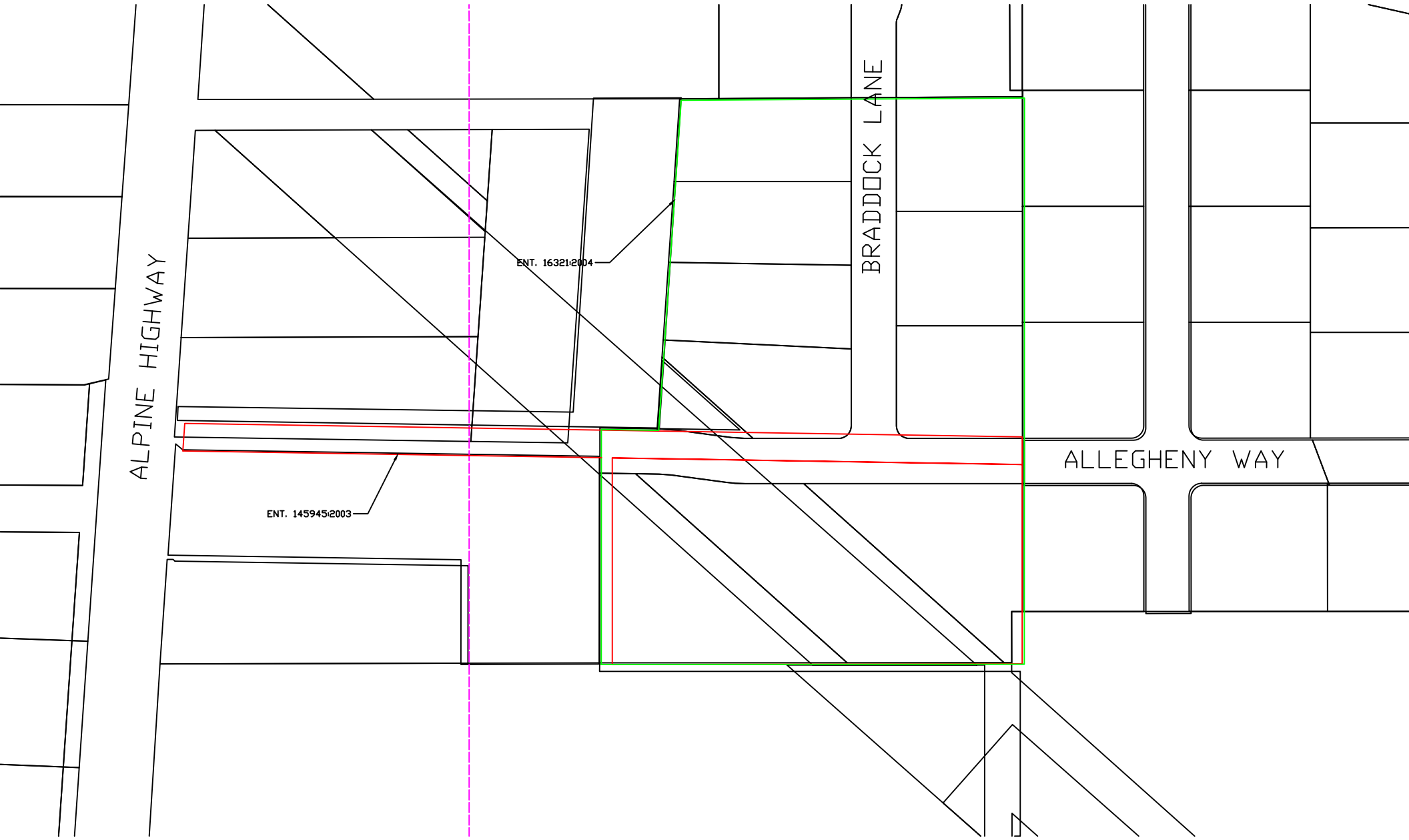
ALPINE HIGHWAY

BRADDOCK LANE

ALLEGHENY WAY

ENT. 16321-2004

ENT. 145945-2003



When RECORDED MAIL TO
ALTA TITLE CO.
202 W 900 S
SLC UT 84101

24 APR 1981
11:26 AM
RECORDED
INDEXED
11058

11058

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref. _____
Mail tax notice to 11058 Address _____

WARRANTY DEED

ALPINE RANCHETTES, A Partnership grantor
of Salt Lake City, County of Salt Lake, State of Utah, hereby
CONVEY and WARRANT to _____

CURTIS B. GRIEBEL and LOIS GRIEBEL, his wife, as joint tenants

grantee
of Salt Lake City, Utah for the sum of _____
Ten and no/100 _____ DOLLARS,
And other good and valuable considerations.
the following described tract of land in _____ Utah _____ County,
State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO, AND BY
REFERENCE MADE A PART HEREOF

WITNESS, the hand of said grantor, this _____ 3rd day of
April, A. D. 19 81

Signed in the Presence of _____
ALPINE RANCHETTES, A Partnership
By: Transwest Properties, Inc., its
General Partner
By: Robert H. VanKomen
Robert H. VanKomen, President

STATE OF UTAH, }
County of Salt Lake } ss.

On the 3rd day of April, A. D. 19 81
personally appeared before me ROBERT H. VANKOMEN, General Partner (President)
for ALPINE RANCHETTES, A Partnership
the signer of the within instrument, who duly acknowledged to me that he executed the
same.

James P. Evans
Notary Public.
Salt Lake City, Utah

My commission expires Sept 4, 1984 Residing in _____



202 WEST 400 SOUTH • SALT LAKE CITY, UTAH 84101 • PH. 532-2852
140 WEST 9000 SOUTH • SANDY, UTAH 84070 • PH. 566-7716

BOOK 1907 PAGE 681

EXHIBIT "A"

- Legal Description -

PARCEL 1: Beginning 657.94 feet South and 583.91 feet East from the center of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°58' East 76.5 feet; thence South 435.8 feet; thence North 89°05' West 76.5 feet; thence North 434.42 feet to the point of beginning.

PARCEL 2: Beginning 1085.75 feet South and 170.97 feet East from the center of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°05' East 489.5 feet; thence South 238.0 feet; thence South 89°54' West 489.44 feet; thence North 246.69 feet to the point of beginning.

PARCEL 3: A 2-rod strip of land in Juxtaposition to the North boundary of Parcel 2 Beginning 1085.75 feet South and 170.97 feet East from the center of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°05' East 489.5 feet; thence North 2 rods; thence North 89°05' West 1000 feet, more or less, to roadway; and running thence South 3°56' West 2 rods, more or less, to a point North 89°05' West of the point of beginning; and running thence South 89°05' East 500 feet, more or less to the point of beginning.

**NOTE: LESS FROM ALL PARCELS DESCRIBED ABOVE: Any real property which lies within the Salt Lake (Alpine-Jordan) Aqueduct.

Situate in Utah County, State of Utah.

Summit Title Insurance Agency 00000177

MAIL TAX NOTICE TO
Alan G. Cutler and Delightra A. Cutler

3588 N 230E
Provo, UT
84604

Warranty Deed

ENT 52208 BK 5074 PG 247
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 May 05 11:35 am FEE 15.00 BY SS
RECORDED FOR SUMMIT TITLE CO

CURTIS B. GRIEBEL AND LOIS GRIEBEL

of Alpine, County of Utah, State of UTAH, hereby CONVEY and WARRANT to

ALAN G. CUTLER AND DELIGHTRA A. CUTLER

of Alpine, UT Grantee for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Utah, State of UTAH:

See Exhibit A attached hereto and made a part hereof.

WITNESS, the hand(s) of said Grantor(s), this 1st of May, A.D., 1999.

Signed in the Presence of:

_____)	<i>Curtis B. Griebel</i>
_____)	Curtis B. Griebel
_____)	<i>Lois Griebel</i>
_____)	Lois Griebel
_____)	_____
_____)	_____

STATE OF UTAH
COUNTY OF Utah)

On the 1st of May, A.D., 1999, Personally appeared before me Curtis B. Griebel and Lois Griebel, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

Clarence H. Spencer

NOTARY PUBLIC

Residing at: Provo, Utah

My Commission Expires: 9-28-99

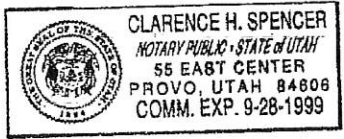


EXHIBIT "A"

ENT 52208 BK 5074 PG 248

PARCEL 1: BEGINNING 1085.75 FEET SOUTH AND 170.97 FEET EAST FROM THE CENTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89 DEG. 05' EAST 489.5 FEET; THENCE SOUTH 238.0 FEET; THENCE SOUTH 89 DEG. 54' WEST 489.44 FEET; THENCE NORTH 246.69 FEET TO THE POINT OF BEGINNING.

PARCEL 2: A 2-ROD STRIP OF LAND IN JUXTAPOSITION TO THE NORTH BOUNDARY OF PARCEL 2 BEGINNING 1085.75 FEET SOUTH AND 170.97 FEET EAST FROM THE CENTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89 DEG. 05' EAST 489.5 FEET; THENCE NORTH 2 RODS; THENCE NORTH 89 DEG. 05' WEST 1000 FEET, MORE OR LESS, TO ROADWAY; AND RUNNING THENCE SOUTH 3 DEG. 56' WEST 2 RODS, MORE OR LESS, TO A POINT NORTH 89 DEG. 05' WEST OF THE POINT OF BEGINNING; AND RUNNING THENCE SOUTH 89 DEG. 05' EAST 500 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 3: BEGINNING 657.94 FEET SOUTH AND 583.91 FEET EAST FROM THE CENTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89 DEG. 58' EAST 76.5 FEET; THENCE SOUTH 435.8 FEET; THENCE NORTH 89 DEG. 05' WEST 76.5 FEET; THENCE NORTH 434.42 FEET TO THE POINT OF BEGINNING.

PARCEL 4: COMMENCING AT FENCE INTERSECTION ON THE SOUTH LINE OF A STREET, WHICH POINT IS, NORTH 2004.085 FT. AND EAST 252.984 FT. (BASED ON THE UTAH STATE COORDINATE SYSTEM,) FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89 DEG. 47'20" EAST, 209.205 FEET ALONG SAID FENCE LINE AND THE SOUTH LINE OF THE STREET; THENCE SOUTH 0 DEG. 21'02" WEST 398.71 FT. TO A FENCE; THENCE NORTH 89 DEG. 05' 38" WEST 232.888 FT. TO A FENCE LINE; THENCE NORTH 3 DEG. 47'12" EAST 395.113 FT ALONG SAID FENCE TO THE PLACE OF BEGINNING.

File: 277647
Grantee's address

ENT 145945; 2003 pg 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Sep 04 2:03 pm FEE 22.00 BY SFS
RECORDED FOR CPR TITLE

WARRANTY DEED

Alan G. Cutler and Delightra A. Cutler

Grantors

Of Orem, County of Utah, State of Utah, hereby CONVEY and WARRANT to

Leland E. Johnson

Grantees

Of Alpine, County of Utah, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract (s) of land in Utah, State of Utah, to-wit

See Exhibit "A"

Parcel ID number: 11-024-0012, 11-024-0035, 11-024-0003, 11-024-0037
Also known by street and number as: 800 South 300 East Alpine, Utah 84004

Subject to easements, restrictions and rights of way of record or enforceable in law and equity and general property taxes for the year 2003 and thereafter.

IN WITNESS WHEREOF, the grantor has executed this deed this 2nd day of September, 2003. Signed in the presence of:



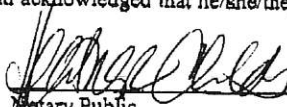
Alan G. Cutler



Delightra A. Cutler

State of Utah }
County of Utah }

On this 2nd day of September, 2003, personally appeared before me *Alan G. Cutler and Delightra A. Cutler*, the signer(s) of the foregoing instrument, and acknowledged that he/she/they executed the same.



Notary Public

Residing at:

My commission expires:

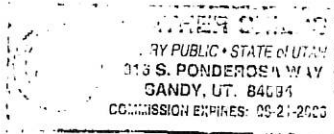


Exhibit A

For Informational Purposes Only: **200 East 8000 South, Alpine, Utah 84004**

Parcel 1: Beginning 1085.75 feet South and 170.97 feet East from the center of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89 degrees 5 minutes East 489.5 feet; thence South 238.0 feet; thence South 89 degrees 54 minutes West 489.44 feet; thence North 246.69 feet to the point of beginning.

A 2-Rod strip of land in Juxtaposition to the North Boundary of parcel 2 beginning 1085.75 feet South and 170.97 feet East from the center of Section 25, Township 4 South, Range 1 East, Salt Lake Base Meridian, and running thence South 89 degrees 5 minutes East 489.5 feet; thence North 2 rods; thence North 89 degrees 5 minutes West 1000 feet, more of less, to Roadway; and running thence South 3 degrees 56 minutes West 2 rods, more or less, to the point North 89 degrees 5 minutes West of the point of beginning; and running thence South 89 degrees 5 minutes East 500 feet, more or less, to the point of beginning.

Tax Id No. 11-024-003

Parcel 2: Beginning 657.94 feet South and 583.91 feet East from the center of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89 degrees 58 minutes East 76.5 feet; thence South 435.8 feet; thence North 89 degrees 5 minutes West 76.5 feet; thence North 434.42 feet to the point of beginning.

Tax Id No. 11-024-0012

Parcel 3: Commencing at fence intersection on the South line of a street, which point is, North 2004.085 feet and East 252.984 feet (based on the Utah State Coordinate System,) from the South quarter corner of Section 25, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 degrees 47 minutes 20 seconds East, 209.205 feet along said fence line and the South line of the street; thence South 0 degrees 21 minutes 2 seconds West 398.71 feet to a fence; thence North 89 degrees 5 minutes 38 seconds West 232.888 feet to a fence line; thence North 3 degrees 47 minutes 12 seconds East 395.113 feet along said fence to the place of beginning.

Tax Id No. 11-024-0035

Parcel 4: Commencing at a fence corner and the South side of a street which is, North 2005.26 feet, and East 572.18 feet (based on the Utah State Coordinate System) from the South quarter corner of Section 25, Township 4 South Range 1 East, Salt Lake Base and Meridian; thence South 0 Degrees 21 minutes 2 seconds West 400.856 feet along a fence; thence North 89 degrees 5 minutes 38 seconds West 110.0 feet; thence North 0 degrees 21 minutes 2 seconds East 398.71 feet to a fence and the South line of a street; thence North 89 degrees 47 minutes 20 seconds East 110.0 feet along the fence and the South line of a street to the place of beginning. Less that portion conveyed by Quit Claim Deed recorded as entry No. 2667, in Book 1405, Page 311 in the office of the Utah County Recorder.

Tax Id No. 11-024-0037

Exhibit A (Continued)

Excepting therefrom the below described Parcel

Commencing at a point located South 89 degrees 49 minutes 50 seconds West along the Section line 1333.70 feet and North 550.80 feet from the Southeast Corner of Section 25, Township 4 South, Range East, Salt Lake Base Meridian.

**Thence North 48 degrees 2 minutes 55 seconds West 144.19 feet;
Thence North 89 degrees 58 minutes 13 seconds West along a fence line 562.53 feet;
Thence North 0 degrees 6 minutes 47 seconds West along a fence line 739.88 feet;
Thence South 89 degrees 59 minutes 0 seconds East along the Alpine/Highland Borderline 668.20 feet;
Thence South 0 degrees 12 minutes 26 seconds East along the fence line 836.38 feet to the point of beginning.**

Together With: A one rod right of way as established in a Warranty Deed recorded October 1, 1961, In Book 886, Page 486, Entry No. 14339, official records, which right of way was described as follows:

Commencing at the Southwest corner of the above described property:

**Thence South 618.93 feet to a point 300 feet North of the Section line;
Thence East one rod parallel to said Section line;
Thence North 618.93 feet; thence West one rod to the point of beginning.**

Less and excepting the following (Salt Lake Metropolitan Water District):

Commencing at point located South 89 degrees 49 minute 50 seconds West along the Section line 1333.70 feet and North 550.80 feet from the Southeast corner of Section 25, Township 4 South, Range 1 East, Salt Lake Base Meridian.

**Thence North 48 degrees 2 minutes 55 seconds West 144.19 feet;
Thence North 89 degrees 58 minutes 13 seconds West along a fence line 4.96 feet;
Thence North 48 degrees 13 minutes 0 seconds West along the Salt Lake Metropolitan Water District's Southerly Boundary 749.07 feet;
Thence North 0 degrees 6 minutes 47 seconds West along a fence line 167.93 feet;
Thence South 48 degrees 13 minutes 0 seconds East along the Salt Lake Metropolitan Water District's Northerly Boundary 899.18 feet
Thence South 0 degrees 12 minutes 26 seconds East along fence line 164.31 feet to the point of beginning.**

Grantee Address: 3588 North 230 East
Provo, Utah 84604

277647

WARRANTY DEED

Alan G. Cutler and Delightra A. Cutler, **GRANTORS**

of, County of Utah, State of Utah, hereby Conveys and Warrants to,

Leland E. Johnson GRANTEE

for the sum of Ten and no/100 (\$10.00)----- DOLLARS
and other good and valuable consideration

the following described tract of land in Utah County, State of Utah:

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO

TAX SERIAL NO. 11-024-0012, 11-024-0035, 11-024-0003, 11-024-0037

**THIS WARRANTY DEED IS TO REPLACE THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER
4, 2003 AT ENTRY NO. 145945:2003 IN THE UTAH COUNTY RECORDERS OFFICE.

WITNESS the hand of said Grantor, this 10 day of February, 2004.

Signed in the presence of

Alan G. Cutler

Delightra A. Cutler

Delightra A. Cutler

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 10 day of February, 2004, personally appeared before me Alan G. Cutler and Delightra A. Cutler, the signer of the within instrument, who duly acknowledged to me that executed the same.

Mike Lewis
Notary Public
Residing at Alpine, Utah

My Commission Expires: 9-23-06

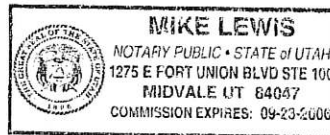


Exhibit A

BEGINNING AT A POINT LOCATED NORTH 89 DEGREES 49' 50" EAST ALONG THE SECTION LINE 157.67 FEET AND NORTH 1329.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00 DEGREES 02' 28" EAST A DISTANCE OF 280.571 FEET; THENCE SOUTH 89 DEGREES 04' 43" EAST A DISTANCE OF 68.412 FEET; THENCE NORTH 03 DEGREES 54' 29" EAST A DISTANCE OF 395.037 FEET; THENCE NORTH 89 DEGREES 38' 19" EAST A DISTANCE OF 409.823 FEET TO THE WESTERN BOUNDARY LINE OF SOUTHPOINTE PLAT "B"; THENCE ALONG SAID BOUNDARY LINE SOUTH 00 DEGREES 01' 07" EAST 675.918; THENCE SOUTH 89 DEGREES 58' 16" WEST A DISTANCE OF 505.561 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING

BEGINNING AT A POINT LOCATED NORTH 89 DEGREES 49' 50" EAST ALONG THE SECTION LINE 157.86 FEET AND NORTH 1589.70 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00 DEGREES 02' 28" EAST A DISTANCE OF 20.58 FEET; THENCE SOUTH 89 DEGREES 04' 43" EAST A DISTANCE OF 68.41 FEET; THENCE NORTH 03 DEGREES 54' 29" EAST 82.20 FEET; THENCE SOUTH 48 DEGREES 13' EAST A DISTANCE OF 542.15 FEET; THENCE SOUTH 89 DEGREES 58' 16" WEST 187.49 FEET; THENCE NORTH 48 DEGREES 13' WEST 389.97 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPTING

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For Informational Purposes Only: **800 South 200 East, Alpine, Utah 84004**

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TAX I.D. NO'S 11-024-0003, 11-024-0012, 11-024-0035, & 11-024-0037

ALPINE CITY COUNCIL AGENDA

SUBJECT: Proposed Main Street & Gateway Corridor Small Area Plan Part II

FOR CONSIDERATION ON: June 9th, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the Proposed Draft

REVIEW TYPE: Review and Discussion

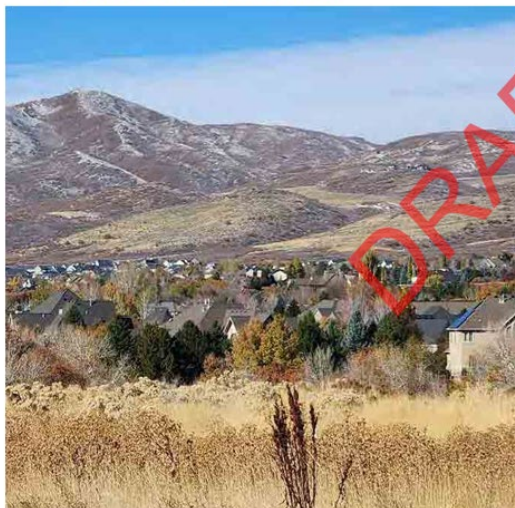
BACKGROUND INFORMATION:

The Alpine City Main Street and Gateway Corridors Small Area Plan provides a long-term framework to guide land use, transportation, urban design, and redevelopment along Main Street and the City’s primary gateway corridors. The plan focuses on improving traffic safety, multimodal mobility, and public spaces while preserving Alpine’s small-town character and supporting thoughtful economic development.

The Council reviewed part I of the plan on April 28th, 2026, and part III on May 26th, 2026, but did not get to Appendix B of part III. On the docket for this Council meeting is finishing up part III with Appendix B, and then reviewing part II of the plan. This includes review of the Alpine City Main Street and Gateway Corridors Small Area Plan, Land Acquisition Policy, and Implementation Matrix (See below).

- Part I
- Part II
- Part III
- Part IV

TABLE OF CONTENTS



A VISION FOR ALPINE CITY'S GATEWAY CORRIDORS 1	
Project Overview 2	<input checked="" type="checkbox"/>
Purpose of the Plan 3	
Project Progress 4	
ALPINE CITY GATEWAY CORRIDORS TODAY 13	
Existing Conditions 14	
ALPINE CITY MAIN STREET AND GATEWAY CORRIDORS SMALL AREA PLAN 23	
LAND ACQUISITION POLICY 37	← Today's Review
IMPLEMENTATION MATRIX 40	
TRAFFIC MANAGEMENT PLAN 47	
ALPINE CITY HISTORIC MAIN STREET DESIGN GUIDELINES 65	
About the Design Guidelines Update 66	<input checked="" type="checkbox"/>
Design Guidelines Matrix 68	
APPENDIX A - MARKET ANALYSIS MEMO 88	
APPENDIX B - DESIGN GUIDELINES REVIEW MEMO 89	
APPENDIX C - COMMUNITY PRIORITIES MEMO 90	

The Planning Commission decided to break the plan into sections and provide comments/feedback instead of reviewing the entire plan at once. Two public hearings were held by the commission once before and after the chapters pertaining to the Planning Commission were reviewed before a recommendation was made to the City Council.

Over the last several meetings, the Commission has reviewed the sections of the draft plan that pertain to the Planning Commission and Gateway Historic Committee. The following motions were made pertaining to each section:

- A motion was made by Michelle Schirmer and seconded by Troy Slade to recommend tabling **the Main Street Corridor Gateway Historic District Design Standards** until a future compilation, with the conditions that the building style be defined as Utah Historic Traditional and that secondary materials be removed, limiting allowed materials to red brick, wood, and black-framed windows. The motion passed unanimously, 6-0.
- Planning Commission member Troy Slade moved to recommend **Tabling the Implementation Matrix of the Main Street Gateway Corridor Small Area Plan**, with the recommendations proposed:
 - 1. Remove Map Priority View Corridors and replace it with: Preserve Open Space and Agricultural Views along Alpine Highway.
 - 2. Remove the first two lines in the Operations and Safety Section, Remove raised median by Mountainville Academy.
 - 3. Remove construction of a mini roundabout at 1st South and Main Street.
- MOTION: Planning Commission member Michelle Schirmer moved to Table the **Main Street & Gateway Corridor Master Plan: Traffic Management Plan** until a future meeting with these recommendations:
 - 1. Reduce Main Street speed to 25 mph.
 - 2. Temporary no left turn during school drop off and pick up.
 - 3. Use temporary bollards instead of a permanent median for traffic safety.
 - 4. No roundabout at 120 South.
 - 5. Lower Canyon Crest to 30 mph before adding other traffic calming measures.
 - 6. Prioritize Roundabout at Ridge Drive and Canyon Crest.
 - 7. Work with UDOT to lower speed on Alpine Highway.
- MOTION: Planning Commission member John MacKay moved to recommend **Tabling the proposed Main Street & Gateway Corridor Master Plan** with these recommendations:
 - 1. Extend the residential area to the southeast area south of the roundabout.
 - 2. Remove any language that identifies mixed use residential/commercial in the field. That area should be used as a flex housing area for mixed use housing like senior housing, and smaller homes, 18 and extend the area farther to the north up to the Art Center.
 - 3. Preserve agricultural and open space as identified as linear park.
 - 4. Language not consistent with residential be deleted from the Character Areas of The Field.

GENERAL PLAN REFERENCE:

- *Encourage and maintain a safe, convenient and inviting atmosphere for pedestrians within commercial areas by applying the Gateway Historic District Design Guidelines. (Policy 1.4 page 5)*
- *Preserve and beautify the three gateways into the City so that it is clear that you are entering Alpine. (Policy 1.5 page 5)*
- *Land zoned as B-C (Business Commercial) shall consist of professional office, retail and other commercial uses serving the community and situated within an environment which is safe and aesthetically pleasing. Limited residential shall be permitted as set forth in the Alpine City Development Code. (Policy 2.2 Page 7)*
- *Land zoned as TR-10,000 (Town Residential – 10,000 square foot minimum lot size) shall include the area generally located within the originally settled town center of Alpine that is considered appropriate for higher density residential development. (Policy 2.3 page 7)*
- *Land zoned as CR-20,000 (Country Residential – 20,000 square foot minimum lot size) shall include, but is not exclusive to, traditional agricultural land and land located at a lower elevation that is considered appropriate for medium density residential development. These areas should provide for the perpetuation of the rural and open space image of the City. (Policy 2.4 page 7)*
- *Land zoned as CR-40,000 (Country Residential – 40,000 square foot minimum lot size) shall include, but is not exclusive to, land generally located around the periphery of the City center considered appropriate for low density residential development. These areas should provide for the perpetuation of the rural and open space image of the City. (Policy 2.5 page 7)*
- *The Gateway Historic District Overlay Zone should maintain a high character of community development by regulating the exterior architecture characteristics of structures that are developed in the center of Alpine City (See Gateway Historic District Design Guidelines). (Policy 3.1 page 9)*
- *Promote safe and efficient traffic circulation by following the Street Master Plan. Pedestrian safety shall also be a key focus of the traffic circulation plan. (Policy 1.1 page 12)*
- *Promote the use of roundabouts or other traffic flow options to prevent the need for stoplights, therefore maintaining the historic small-town rural atmosphere. (Policy 1.5 page 12)*
- *Seek to attract stable retail businesses that will stimulate economic growth and attract other like-minded businesses to the community. (Policy 1.2 page 28)*
- *Seek to attract new low-impact businesses that fit the character and scale of Alpine City. (Policy 1.3 page 28)*

CITY CODE REFERENCE:

- Alpine Development Code 3.07 Business Commercial Zone
 - Alpine Development Code 3.11 Gateway/Historic Zone
 - Alpine Development Code 3.02 TR-10,000 Zone
 - Alpine Development Code 3.03 CR-20,000 Zone
 - Alpine Development Code 3.04 CR-40,000 Zone
-

PUBLIC NOTICE:

Two Public Hearings were held as part of the Planning Commission reviews.

STAFF RECOMMENDATION:

Staff recommends that the Council take measured steps to understand and consider the Small Area Plan for Alpine's Main Street and Gateway Corridors. The Consultant hired to aid Alpine on the project is waiting on the Council's recommendations to work on changes in the Plan as necessary, with consideration of the changes proposed by the Planning Commission. No action is needed at this time.



ALPINE CITY MAIN STREET AND GATEWAY CORRIDORS SMALL AREA PLAN

November 2025



ACKNOWLEDGEMENT

PREPARED FOR

Alpine City Mountainland Association of Governments

ALPINE CITY

Ryan Robinson, Assistant City Administrator/ Planning and Zoning

MOUNTAINLAND ASSOCIATIONS OF GOVERNMENTS

Daniel Wayne

ALPINE CITY COUNCIL

Carla Merrill, Mayor

Chrissy Hannemann, Council Member

Jessica Smuin, Council Member

Brent Rummier, Council Member

Andy Spencer, Alpine Resident

PREPARED BY

DESIGN WORKSHOP

Chris Geddes, Principal-in-Charge

Marianne Stuck, Project Manager

Aishwarya Parab, Planner

Christian Weber, Market Analysis

OPTICOS DESIGN

Drew Finke

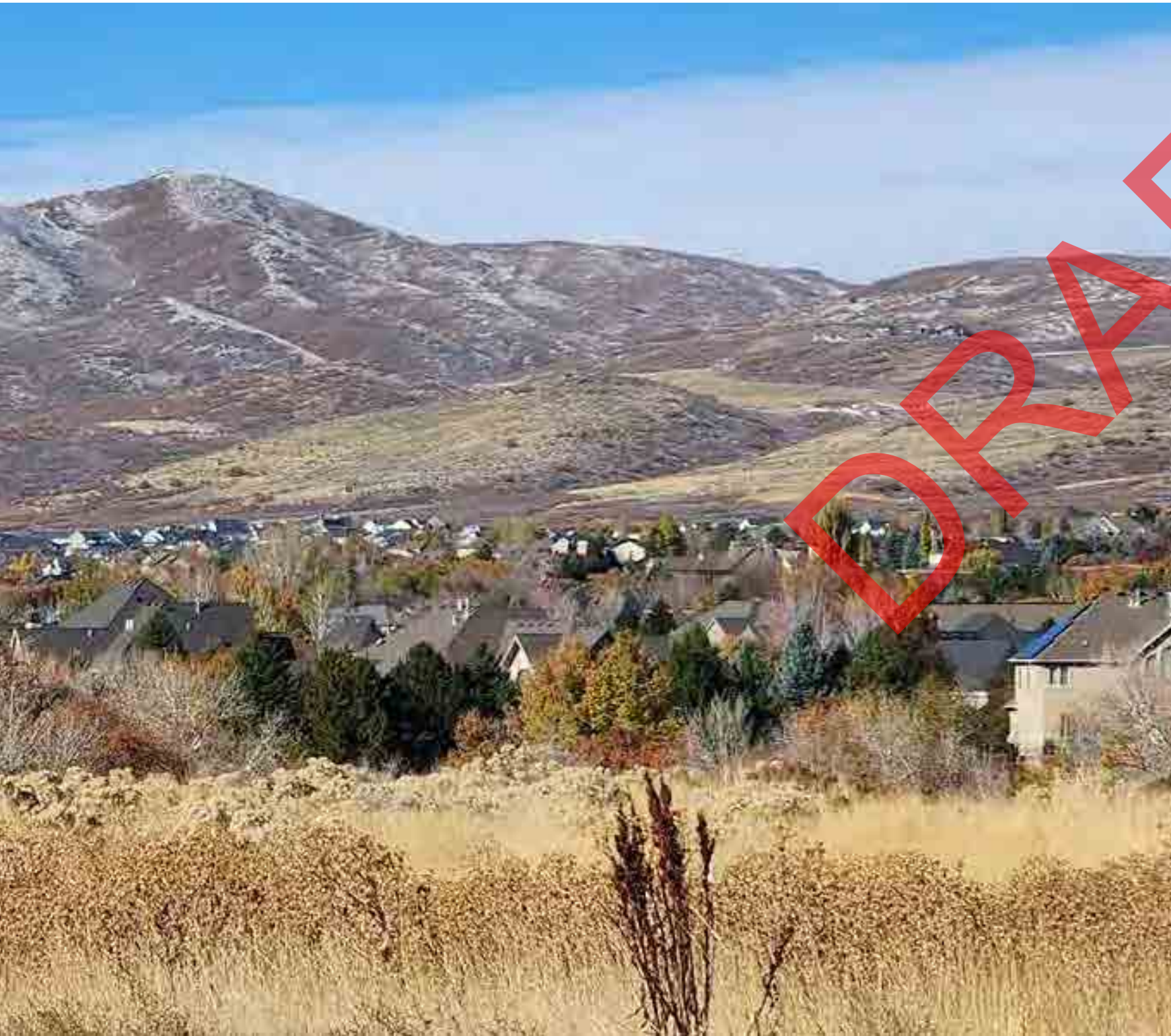
Stefan Pellegrini

TRAFFIC ENGINEERING

Michael Moule

DRAFT

TABLE OF CONTENTS



A VISION FOR ALPINE CITY'S GATEWAY CORRIDORS	1
Project Overview	2
Purpose of the Plan	3
Project Process	4
ALPINE CITY GATEWAY CORRIDORS TODAY.....	13
Existing Conditions.....	14
ALPINE CITY MAIN STREET AND GATEWAY CORRIDORS SMALL AREA PLAN	23
LAND ACQUISITION POLICY.....	37
IMPLEMENTATION MATRIX.....	43
TRAFFIC MANAGEMENT PLAN	47
ALPINE CITY HISTORIC MAIN STREET DESIGN GUIDELINES.....	65
About the Design Guidelines Update	66
Design Guidelines Matrix	68
APPENDIX A - MARKET ANALYSIS MEMO	88
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Aerial View of Alpine City

A VISION FOR ALPINE CITY'S GATEWAY CORRIDORS

PROJECT OVERVIEW

The Alpine City Gateway Corridors Small Area Plan enhances three primary gateways to the city, along with the Main Street and downtown districts, to strengthen accessibility, design quality, and community character. The plan integrates revisions to the Historic District Design Guidelines, aligning them with current urban design goals and development needs within the Business Commercial zone. With a multidisciplinary team, this effort includes a comprehensive review and update of design standards and zoning recommendations to support cohesive growth, preservation, and revitalization in these key areas of the City, while addressing traffic management and mobility. The plan establishes a unified framework to guide development, improve connectivity, and reinforce the city's distinctive identity.



PROJECT VISION

This project creates a community-driven plan for Alpine City's Downtown and Gateway Corridors, enhances the existing Historic Downtown Gateway Design Guidelines, and provides a framework to guide growth and development. A key focus involves establishing a safe, multi-modal transportation network that emphasizes pedestrian and cyclist-friendly infrastructure.

INTRODUCTION

Alpine City is a small, picturesque community located in northern Utah County, nestled at the foot of the Wasatch Mountains. Characterized by its scenic natural setting and proximity to major recreational destinations like American Fork Canyon, Tibble Fork Reservoir, and the Lone Peak Wilderness, Alpine City offers residents immediate access to hiking, biking, and outdoor activities while maintaining a distinctly rural and small-town atmosphere. The city is located roughly 30 miles south of Salt Lake City, providing convenient access to the broader Wasatch Front metro area, yet Alpine retains a close-knit, family-oriented community identity with a strong focus on historic preservation, local agriculture, and an active outdoor lifestyle. The Main Street area and Gateway Corridors embody Alpine's commitment to a walkable, connected downtown that blends historic character with thoughtful, community-driven growth. As a primarily residential city with limited commercial corridors, Alpine places a high value on maintaining its distinct image and village-like charm amidst measured, planned development.

PURPOSE OF THE PLAN

PURPOSE

The plan provides a comprehensive framework for the growth and development of Alpine City's Main Street and Gateway Corridors, integrating community vision to balance historic preservation, economic vitality, and quality of life. It addresses land use, transportation, housing—including missing middle options—and economic strategies to create a vibrant, accessible, and sustainable downtown and gateways.

Aligned with this overarching vision, the updated Design Guidelines will provide clear, actionable standards rooted in best practices to guide development within the Business Commercial zone. The guidelines clarify language by incorporating dimensional standards to enhance usability and user-friendliness, and introduce graphics that effectively communicate the intended character and desired outcomes. Preservation of the historic character is supported through thoughtful modifications to requirements such as setbacks and parking lot standards.



PLAN ELEMENTS



ENHANCEMENT OF HISTORIC CHARACTER

The plan updates and expands the existing Historic Downtown Gateway Design Guidelines, to preserve and enhance the area's historic character while supporting appropriate development.



ECONOMIC DEVELOPMENT

The plan incorporates a Main Street economic opportunity assessment, aiming to stimulate economic growth and vitality in the downtown area.



HOUSING STRATEGY

The plan develops a housing strategy that addresses diverse housing needs and promotes a range of housing options within the area.



TRANSPORTATION IMPROVEMENTS

The plan establishes a safe, multi-modal transportation network with a strong emphasis on pedestrian and cyclist-friendly infrastructure, supporting a walkable and accessible downtown environment.

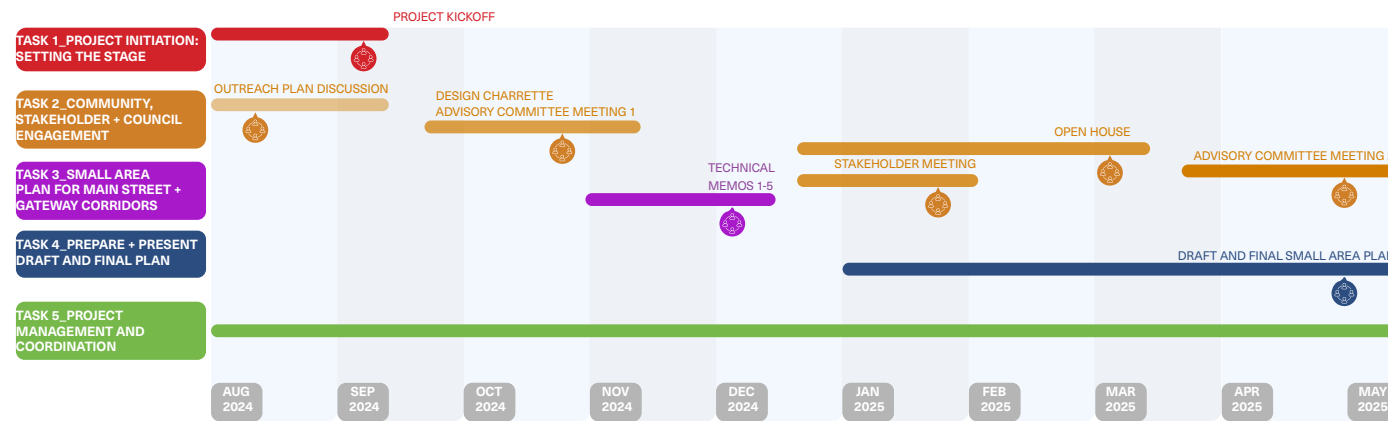
PROJECT PROCESS

OVERALL PROCESS

The Alpine City Gateway Corridors Small Area Plan development actively engaged the Alpine City community through diverse, inclusive methods such as a hands-on Workshop, focus group meetings, site visits, and two Open Houses. The community first gathered at a Design Charrette, providing broad input on key topics, including transportation, public spaces, and growth, fostering meaningful participation and dialogue.

The Workshop refined feedback and built consensus around the vision for Main Street and the Gateway Corridors. This iterative, transparent process ensured that community values and priorities directly shaped the plan, strengthened stakeholder ownership, and enabled equitable, informed decision-making.

TIMELINE



The Alpine City planning process engaged residents and stakeholders through a series of focused events. It began with a two-day Design Charrette, held as part of Workshop 1 on November 14th–15th, continued with a dedicated Stakeholder Meeting on January 30th, and culminated in an Open House on March 12th. Each milestone fostered hands-on collaboration, transparent dialogue, and direct community feedback to guide future planning, ensuring that the outcomes reflect Alpine’s priorities and distinct character.



WORKSHOP 1 STAKEHOLDERS AND TECHNICAL ADVISORY COMMITTEE MEMBERS BREAKOUT SESSIONS: MAIN STREET AND CORRIDORS

- 1 TRANSPORTATION AND MOBILITY
- 2 CATALYTIC SITES AND HOUSING
- 3 LAND USE AND DEVELOPMENT OPPORTUNITIES
- 4 PLACEMAKING AND PUBLIC SPACE DESIGN

WORKSHOP 1: ASSESS COMMUNITY PRIORITIES

Workshop 1 was a two-day, in-person Design Charrette held in November 2024 that actively engaged the Alpine City community in the visioning process for the Alpine City Gateway Corridors Small Area Plan. It promoted broad participation through meetings, presentations and Open House with the design team.

Day 1 featured Stakeholder and Technical Committee focus group meetings, a walking tour, and an evening community Open House. Existing conditions and initial concept ideas were presented, and interactive visioning exercises helped establish design goals and priorities. Day 2 involved developing design concepts and gathering community feedback through a mid-point pinup, and a closing presentation. The team collaboratively produced preliminary urban design, placemaking, and multi modal transportation frameworks and illustrative plans which were refined based on community input.

Active listening and robust participation revealed diverse opinions and helped identify shared community values. Guided exercises addressed challenges and aspirations related to transportation, public spaces, catalyst sites, and growth. Multiple feedback loops allowed iterative revisions to build consensus. All outcomes were compiled into a Community Priorities Memo summarizing key findings and values.

This process followed best practices for charrettes, which included intensive, collaborative workshops that unite stakeholders, experts, and community members to rapidly co-create design solutions through cycles of proposing, listening, and refining. It enhanced community trust, helped visualize complex issues, and translated ideas into actionable plans efficiently and inclusively.

In summary, Workshop 1 combined structured stakeholder engagement and public participation through hands-on design activities and iterative feedback, resulting in a shared community vision and initial design frameworks for the Alpine City Gateway Corridors Small Area Plan.

KEY TAKEAWAYS:

Workshop 1 focused on four key areas to understand community values and priorities for the Alpine City Gateway Corridors Small Area Plan. Stakeholders participated in the following breakout sessions and gave feedback on the following key areas: Transportation and Mobility, Catalytic Sites and Housing, Land Use and Development Opportunities, and Placemaking & Public Space Design. Interactive mapping and prioritization activities highlighted a strong community preference for focusing development in the southwest Gateway area, alongside infill housing and retail along Main Street. Transportation priorities emphasized enhancing multimodal connections, including bike lanes, shared-use paths and intersection improvements to boost safety and efficiency. Additionally, participants stressed the importance of preserving natural landscapes while accommodating growth.

In terms of placemaking, attendees identified opportunities to improve public spaces by adding shade structures, creating a local library, and developing nature play areas within the Gateway Corridors. Overall, Workshop 1 fostered collaboration and accelerated consensus-building among participants, establishing a clear, community-grounded foundation for the Alpine City Gateway Corridors Small Area Plan. This collaborative process set the stage for thoughtful, inclusive growth that balances development with Alpine’s distinct character and sense of place. The outcomes from Workshop 1 provided a strong framework to guide subsequent planning phases and community engagement efforts.

COMMUNITY VALUES

Based on feedback received during the Workshop 1, the Project Team distilled the following Community Values to guide further refinement of the Alpine Main Street + Gateways Plan.

These community values represent key priorities that residents want reflected in the plan. They include celebrating and protecting the history of Alpine City, fostering an active and outdoor-oriented lifestyle, preserving family traditions, encouraging thoughtful and distinctive growth, maintaining a distinct image and agricultural identity, creating a community for all ages, supporting connectivity and walkability, and preserving the small-town feel.



STAKEHOLDER MEETING WITH ALPINE HIGHWAY RESIDENTS

This focused Stakeholder meeting engaged Alpine Highway residents in an in-depth discussion on existing roadway conditions and opportunities to enhance safety, character, and accessibility along the corridor. The conversation centered on shaping a street that feels safer and more connected while maintaining Alpine's small-town character.

Residents identified critical issues such as limited crossing opportunities, high vehicle speeds, and unsafe conditions for children, pedestrians, and cyclists. While recent widening and turn-lane improvements were appreciated, participants expressed a preference for a more context-sensitive cross section that accommodates all users without further expansion. They supported designs that visually slow traffic and reinforce a neighborhood-scale environment.

The group identified the southern approach as a key gateway opportunity, recommending that it begin nearer to the city boundary. Desired design elements included reduced speed limits, dark-sky-compliant lighting to improve visibility and safety, and distinctive "Welcome to Alpine" signage. Lighting improvements were considered especially important given frequent nighttime activity by cyclists and runners.

Residents also voiced openness to limited rezoning—allowing accessory dwelling units, lot splits, and small-scale commercial uses—provided that new development respects existing character. Maintaining the area's eclectic mix and promoting adaptive reuse over demolition were recurring themes. Participants supported closing sidewalk gaps but preferred minimizing park strips requiring homeowner maintenance.

Additional discussions included potential for a roundabout near the future Ranch Drive connection, resolution of nonfunctional irrigation ditches, and ensuring equitable city investment across neighborhoods. Overall, the meeting revealed strong alignment around creating a safer, more cohesive, and distinctly Alpine corridor identity.



HISTORY: CELEBRATE AND PROTECT

Preserve and honor Alpine's unique historical character and heritage.



ACTIVE/OUTDOOR-ORIENTED LIFESTYLE

Support a lifestyle embracing outdoor activities and wellness while preserving the small-town rural character amid thoughtful growth.



FAMILY ORIENTED

Prioritize family-friendly traditions and events that strengthen community bonds.



GROW DIFFERENTLY

Encourage thoughtful, community-aligned development that respects local character.



UNIQUE IMAGE AND AGRICULTURAL IDENTITY

Protect and promote Alpine's agricultural roots and preserve natural open spaces.



COMMUNITY FOR ALL AGES

Ensure amenities and activities serve residents across all age groups.



CONNECTED AND WALKABLE

Develop safe, convenient, and accessible pedestrian and bike networks.



SMALL TOWN FEEL

Foster a welcoming, close-knit community atmosphere.

KEY TAKEAWAYS:

- » Desire to reduce travel speeds to better reflect neighborhood context and improve safety for all users.
- » Interest in a more balanced street design that maintains existing width while reallocating space for pedestrians, cyclists, and local access.
- » Support for defining a stronger southern gateway with coordinated landscaping, lighting, and signage elements.
- » Openness to limited rezoning for ADUs, lot splits, and small-scale commercial uses that complement existing character.
- » Preference for maintaining the unique, eclectic mix of homes and adaptive reuse of older properties.
- » Concern about pedestrian safety and lighting at night, particularly given increased e-bike and runner activity.
- » Recognition of the need for equitable city investment and sensitivity to community diversity along the corridor.

OPEN HOUSE: COMMUNITY CONSENSUS BUILDING

This second community engagement event held in March 2025 included an evening public presentation and a daytime Open House featuring informational boards that allowed community members to drop by, review materials, ask questions, and provide feedback directly to the team. This format encouraged broad participation and in-depth discussion. The Open House focused on a vision and goals, defined character areas, enhanced mobility and connectivity strategies, a growth strategy that is unique to Alpine city and an updated approach to Utah's Missing Middle housing initiatives.

These elements collectively established a framework to sustain Alpine City's unique identity while promoting walkable, mixed-use, and accessible downtown and Gateway Corridors. The workshop also provided a crucial opportunity to build consensus around the vision for Main Street and the Gateway Corridors, incorporating feedback received during Workshop 1. This process helped refine and finalize the Alpine City Gateway Corridors Small Area Plan to reflect community values and priorities effectively.

Three character area options were presented, and attendees were asked to choose their preferred one. Each option outlined different spatial and development considerations.

Option 1 delineated five distinct character areas responding to existing conditions, including the Main Street Civic & Mixed Use area as a transition zone, a Town Center as the commercial core, Southwest and Southeast Gateways that preserve agricultural character and pedestrian infrastructure, and a Northwest Gateway focused on residential and connectivity improvements.

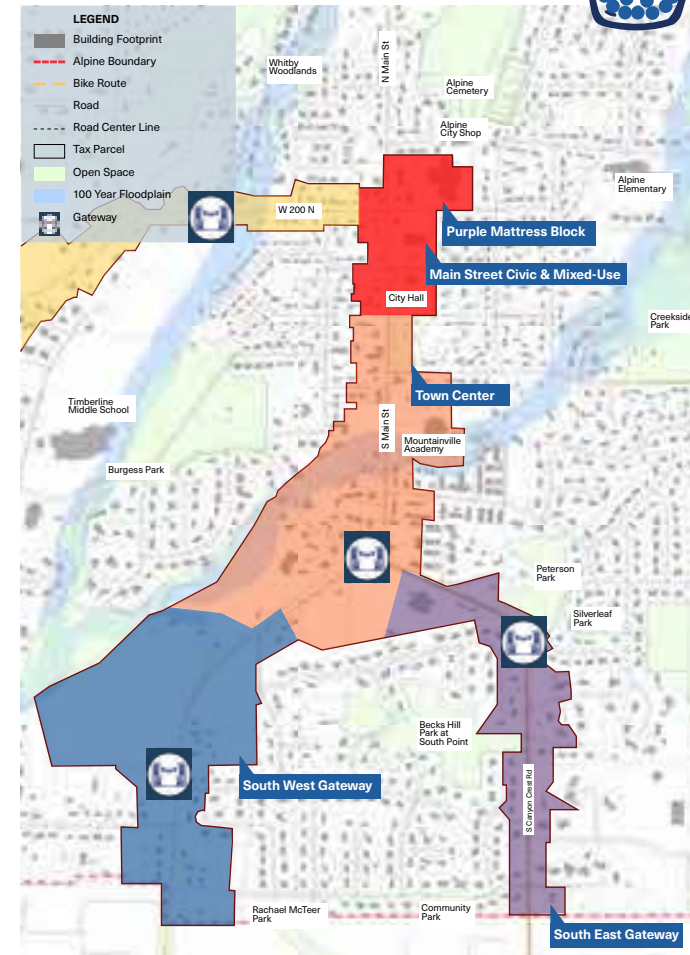
Option 2 retained the five areas from Option 1 but added a sixth character area called Mixed-Use South along the southwest corridor. This new area

introduced opportunities for mixed-use development with cultural, retail, commercial, and medium-density residential uses. A linear park was proposed to buffer between Alpine Highway and the new mixed-use area, while agricultural preservation continued east of Alpine Highway.

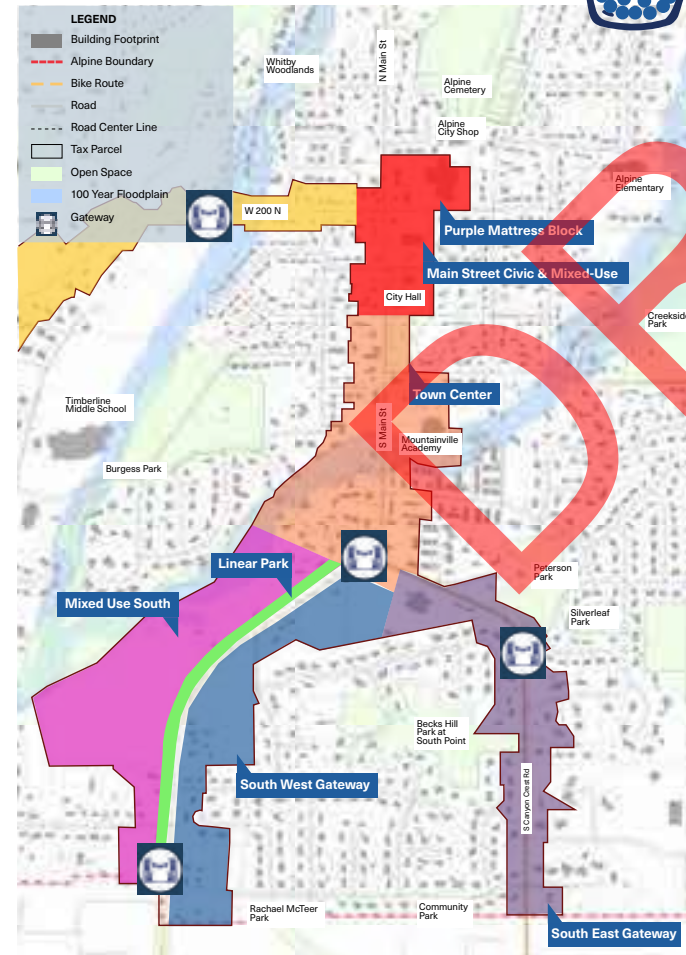
Option 3 was similar to Option 2 but refined the Southwest character area into a smaller new area called The Field. This gateway to Alpine City is characterized by broad views, a mix of low to medium-density residential lot types (single-family, duplex, townhome), and limited retail/services.

The exercise to gather feedback on these options resulted in Option 3 being chosen as the preferred one, reflecting community preference for including The Field as a key gateway area while maintaining a focused Town Center core north of the roundabout and balancing development with preservation.

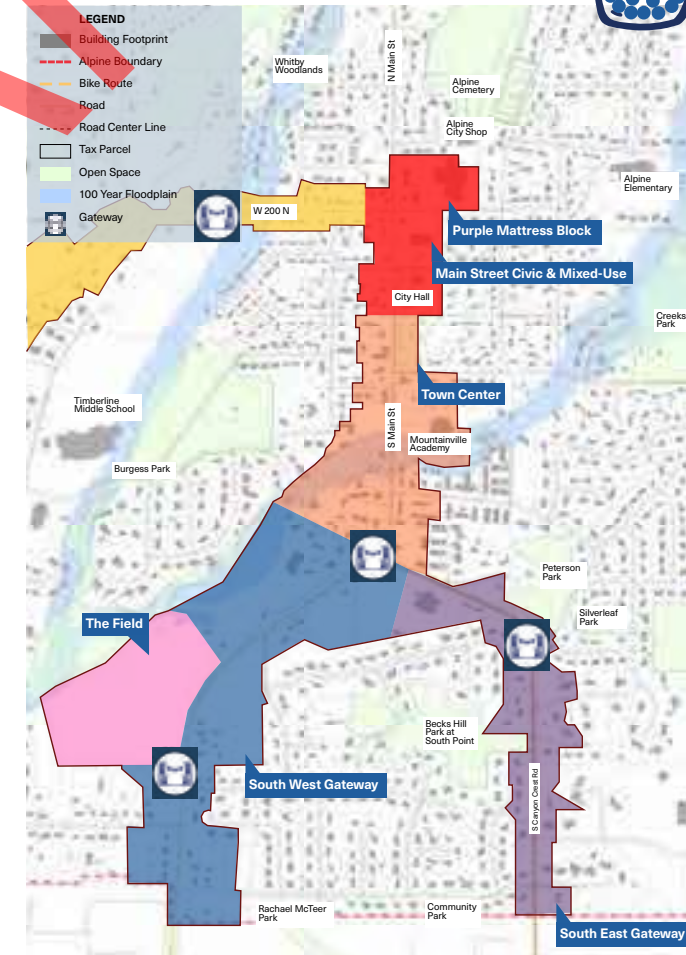
CHARACTER AREAS MAP: OPTION 1



CHARACTER AREAS MAP: OPTION 2



CHARACTER AREAS MAP: OPTION 3



KEY TAKEAWAYS:

Residents were interested in maintaining the character of Alpine Highway, but many understood that change may come and the community should describe a vision before hand rather than react to proposals that weren't informed by public input during this process.

There is support for community services and human comfort elements along Main Street to build on the character of the town center.



Workshop 1 served as the first opportunity to engage project stakeholders and the broader Alpine community. The session provided a platform to explore and define the shared values that make Alpine distinct. Key takeaways from Workshop 1 are summarized below.

DESIGN CHARRETTE AND OPEN HOUSE

As part of the Design Charrette, the team facilitated a series of guided exercises with stakeholders and community members to better understand challenges and aspirations related to transportation and mobility, public space design, catalyst sites, and future growth and development.

Amenity	Design Charrette (Green Dots)	Open House (Blue Dots)
Library	3	5
Ice Rink	1	0
Bike Path	2	0
Disc Golf	1	0
Community Center	3	0
Tree Shade	3	4
Dog Park	2	0
Playground	2	0
Nature Play	3	0

LEGEND
● Design Charrette
● Open House

COMMUNITY PREFERENCES FOR PLACEMAKING AND PUBLIC SPACES

Participants identified the types of public spaces and amenities that could best enhance community life in Alpine City. Through a dot-voting exercise and idea sharing, residents expressed strong support for spaces that promote gathering, recreation, and cultural activities. Several options emerged as top priorities, including shade trees, trails, and other outdoor amenities. However, a community library was also recognized as a highly valued feature that could strengthen social connections and provide learning opportunities.

LEGEND
● New shopping/Retail
● Restaurants/Cafes
● Missing Middle Housing
● A new Park/Public Space
● A Gateway Element

COMMUNITY PRIORITIES: LAND USE AND DEVELOPMENT OPPORTUNITIES

The “Pin Game” exercise involved stakeholders placing color-coded pins on a map to identify preferred land uses in the Gateways Corridor, such as retail, housing, parks, and public spaces. The feedback emphasized development opportunities in the southwest gateway, roundabout, and Main Street areas.



ALPINE CITY GATEWAY CORRIDORS TODAY

EXISTING CONDITIONS

ZONING

Alpine City's current zoning map identifies the Main Street area as the major commercial district in the city, with three residential areas that vary in density surrounding the core. Below are the key zoning districts that are part of the Alpine City Gateway Corridors Small Area Plan project boundary:

RESIDENTIAL:

The vast majority of land in Alpine City is zoned for residential purposes, mainly low-density single-family homes. There are specific zones such as CR-20,000 (half-acre lots), CR-40,000 (one-acre lots), and CE-5 (five-acre lots) that specify minimum lot sizes and densities. There is limited multi-family housing, with multi-family dwellings making up only a very small portion of land use.

BUSINESS COMMERCIAL:

Alpine has some areas designated for commercial uses including retail, offices, and services, but this category is relatively limited compared to residential and agricultural uses. Business Commercial zones are typically clustered in designated business areas, serving community needs without dominating the city's land area.

SENIOR HOUSING OVERLAY:

The Senior Housing Overlay is established to provide opportunities for housing specifically designed for seniors within Alpine City, while preserving the city's predominantly residential character. This overlay allows for thoughtfully integrated senior living developments, such as independent living, assisted living, or age-restricted communities, within designated areas that are otherwise zoned for residential use.

ACCESSORY AND MIXED USES:

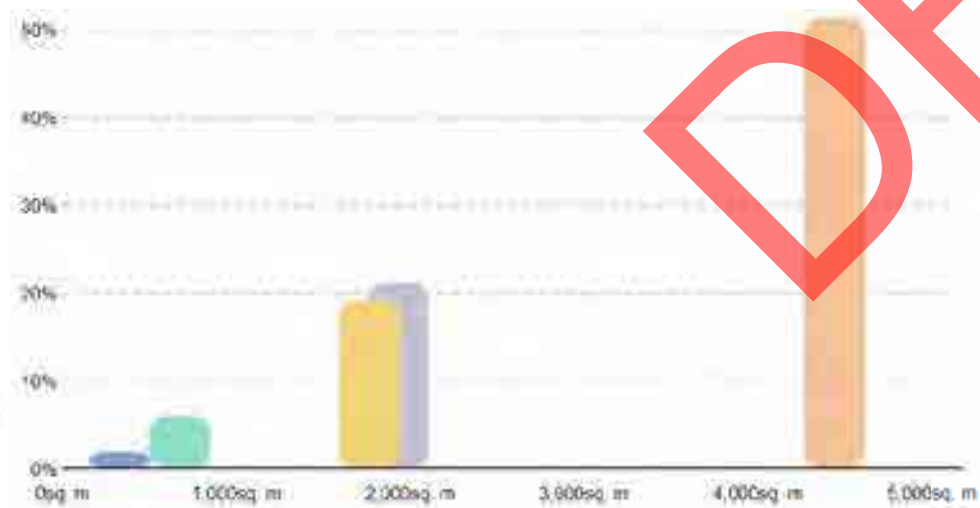
Properties may include accessory dwelling units and other permitted secondary uses as defined by code, especially within residential zones. There are also conditional uses where the Planning Commission may grant special permission, subject to compatibility reviews.

TOWN RESIDENTIAL:

The TR-10,000 zone in Alpine City, Utah, is a Town Residential district with a minimum lot size of 10,000 square feet, front setbacks of 40 feet, rear setbacks of 10 feet, and side setbacks of 5 feet, designed for higher-density single-family residential development in the historic town center area.

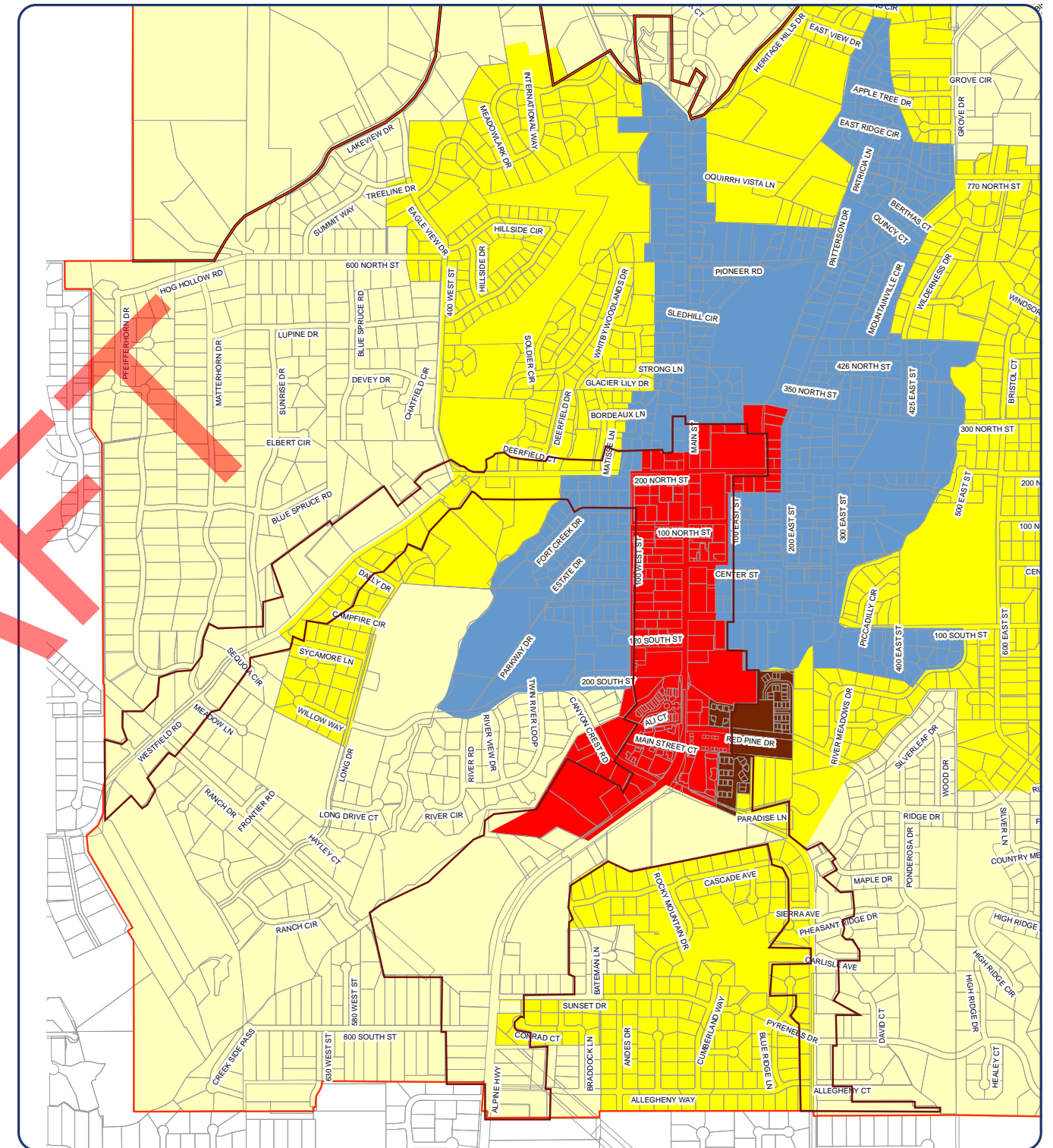
LAND USE ALLOCATIONS

- Business Commercial - B-C
- Country Residential - CR-40000
- Critical Environment - CE-5
- Country Residential - CR-20000
- Town Residential - TR-10000



The largest land allocations as measured by area are for residential and agricultural uses, which together make up over 90% of total land in Alpine City.

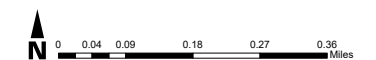
Source: Alpine, Utah Zoning Map and Land Use Data - Zoneomics



LEGEND

- Alpine City Boundary
- Tax Parcel
- CR-40,000 (1 acre)
- CR-20,000 (1/2 acre)
- TR-10,000 (1/4 acre)
- Project Area Boundary
- Business Commercial
- Senior Housing Overlay Zone
- CE-5 (5 acre)

ZONING MAP



LAND USE MAP

The Alpine City land use plan is a comprehensive framework guiding current and future development while preserving the city's character and quality of life. Incorporated within Alpine's 2021–2041 General Plan, it is implemented through zoning ordinances and development codes.

The plan features a detailed Land Use Map designating areas for residential, commercial, industrial, agricultural, recreational, public, and open space uses, each with specific goals for density, building form, and neighborhood character. These designations reflect Alpine's community values, geography, and lifestyle, shaping how different parts of the city function and grow over the long term.

NEIGHBORHOOD LIVING

Most of Alpine is comprised of established neighborhoods with spacious homes, quiet streets, and mature landscaping. The community's layout emphasizes privacy, scenic views, and an overall suburban-rural feel, with houses often surrounded by natural open space or agricultural lands. Multi-family housing is rare, so the city retains a distinctive low-density character.

RURAL LANDSCAPE AND HERITAGE

Much of Alpine's land supports low-density agriculture, hobby farms, orchards, and gardens, often interwoven with residential areas. These green spaces create buffers between neighborhoods, preserve the city's rural roots, and sustain habitats for local wildlife.

RECREATION AND OUTDOOR ACCESS

Open space in Alpine is not merely preserved; it is actively utilized. The city is well known for its trails, parks, and access points to mountains and creeks. Residents benefit from a network of walkable green corridors connecting neighborhoods, playgrounds, sports fields, and hiking/biking trails that extend into the foothills or toward Main Street.

COMMUNITY GATHERING SPACES AND COMMERCE

While business districts are modest, they serve as important gathering places. Main Street and select areas host local shops, and services that provide essentials and create community hubs, particularly for social events and small-town celebrations.

CIVIC AND EDUCATIONAL ANCHORS

Schools, city buildings, and churches are integrated into the fabric of Alpine, acting not just as functional facilities but as centers of civic life. These institutions host community events, youth activities, and emergency services, fostering a strong local identity.

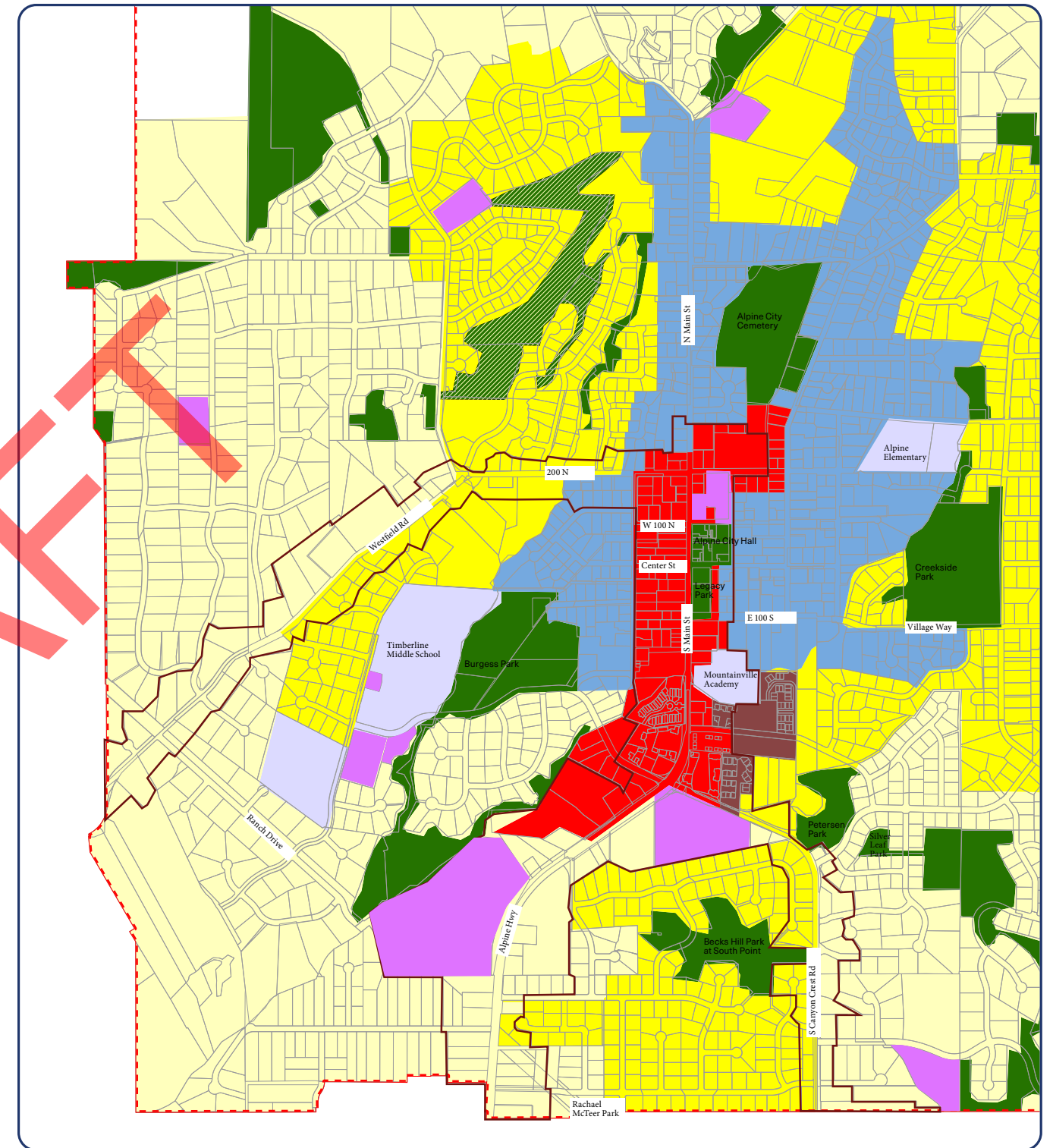
PRESERVED NATURAL FEATURES

Alpine's land use deliberately protects creeks, hillsides, and view corridors. Sensitive environmental areas, like floodplains and steep slopes are left undeveloped or incorporated into the open space network, enhancing resilience and natural beauty.

EMERGING TRENDS

The city is gradually enhancing walkability and bike access, with new paths planned to connect homes to Main Street and other community destinations, addressing evolving mobility patterns while ensuring growth remains in harmony with Alpine's established character.

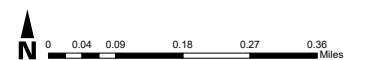
In summary, land use in Alpine goes far beyond regulatory zoning. It's about how land supports community life, rural heritage, outdoor living, low-density commerce, and environmental stewardship—all working together to define what makes Alpine unique.



LEGEND

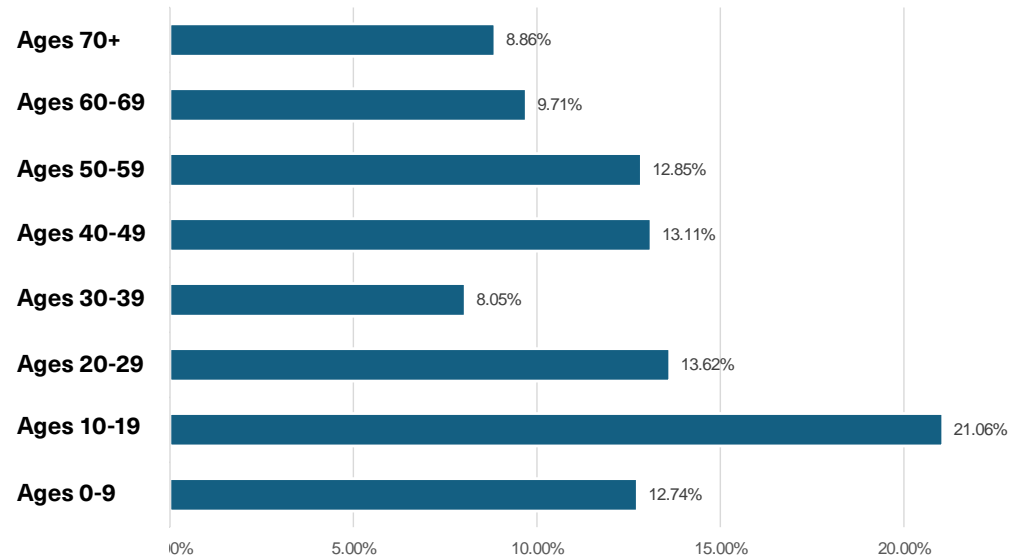
- - Alpine City Boundary
- Tax Parcel
- Low Density Residential (1acre)
- Medium Density Residential (1/2 acre)
- High Density Residential (1/4acre)
- Project Area Boundary
- business Commercial
- Public Open Space
- Private Open Space
- Church Properties
- Senior Housing Overlay Zone
- School Properties

LAND USE MAP



DEMOGRAPHIC ANALYSIS

Alpine City's demographic profile reveals a young population, with the largest age groups falling between 10–19 (21%) and 20–29 (13.6%), reinforcing the community's family-oriented character. The concentration of children, teenagers, and young adults suggests a stable base of active households with consistent needs for recreation, education, and family services.



Source: ESRI Business Analyst

2024 RACE AND ETHNICITY

Alpine City's population is predominantly White, accounting for 90.71% of residents. Hispanic residents make up 4.55%, while those identifying as two or more races represent 5.73%.

MEDIAN HOUSEHOLD INCOME

\$168,392



Alpine City's median household income is \$168,392, significantly higher than Utah County's median of about \$100,617 and the state median. This indicates a notably affluent community with strong purchasing power supporting upscale retail demand.

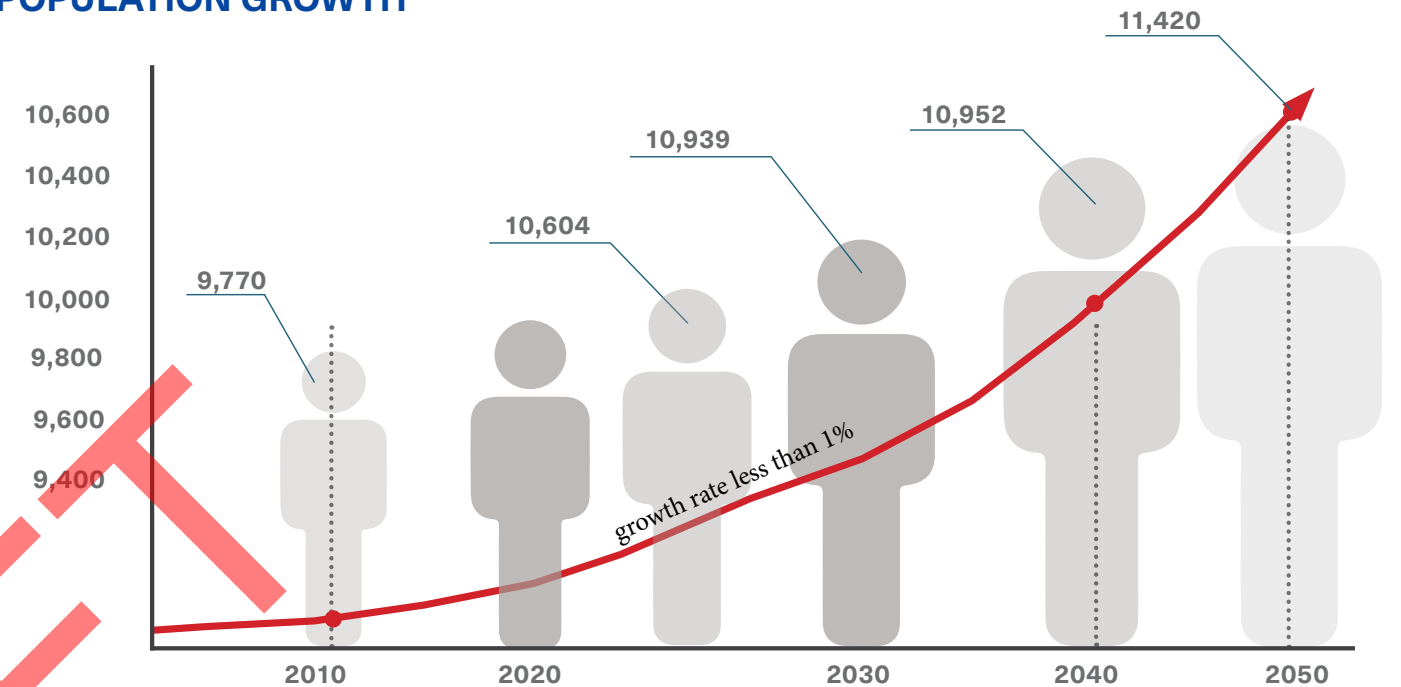
OVER 135,000 SF RETAIL CAPTURABLE DEMAND

(60%)



Based on current leakage of nearly \$95.4 million, Alpine City could realistically support at least 137,990 square feet of new retail space even at a conservative 60% capture rate. This indicates clear market potential for well-planned retail development that aligns with the city's demographics and consumer preferences.

POPULATION GROWTH



Source: Mountainland Associations of Governments (MAG)

Alpine City's population growth is slow but steady, increasing from 10,604 residents in 2024 to a projected 11,420 by 2050, with an annual growth rate of less than 1 percent. This pace indicates that while the community continues to experience stable household formation, it will not face rapid or expansive development pressures.

KEY TAKEAWAYS:

The city's demographic patterns should inform future planning and guide the inclusion of amenities that cater to families and youth, such as safe and accessible pedestrian routes, informal gathering areas, playground elements, and a variety of casual dining and recreation options. Similarly, gateways should project a welcoming, community-centered identity that reflects Alpine's family-focused environment. Design elements that highlight parks, schools, trail systems, and outdoor amenities can help reinforce this sense of place and communicate the city's values to residents and visitors alike.

The current economic profile supports a downtown environment that prioritizes high-quality materials, refined architectural character, and thoughtful aesthetics. It also indicates market capacity for upscale retail, boutique shops, quality dining, and lifestyle-oriented services.

As a result of population growth projections, planning efforts should emphasize quality over quantity, focusing on timeless design, durable materials, walkable environments, and a human-scale built form. With limited growth opportunities, each development parcel becomes especially significant in shaping the city's long-term character and identity.

Alpine City is an affluent, family-centered, steadily growing community with substantial unmet retail demand. Therefore, the Small Area Plan should emphasize quality, identity, walkability, and experiences rather than rapid density or large-scale expansion. Gateways should provide strong visual cues about Alpine's character, and downtown should evolve into a vibrant, upscale community core.

RETAIL ANALYSIS

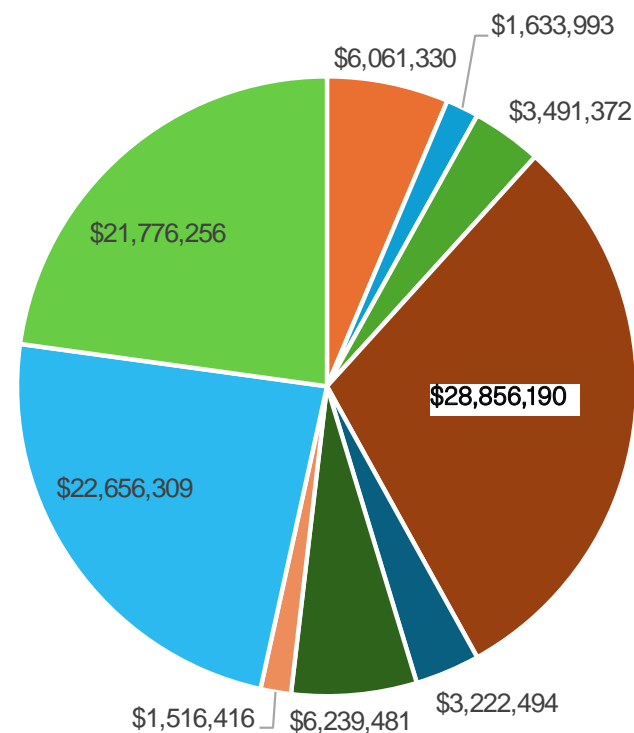
Alpine City, situated in Utah County along the Wasatch Front, remains predominantly residential, with limited commercial zoning and only a small collection of retail and restaurant establishments. This constrained commercial footprint has resulted in significant retail leakage—an estimated \$95M annually—as residents frequently shop in neighboring cities due to insufficient local options. With only \$9M in annual retail sales retained in the city, Alpine loses both economic activity and potential sales-tax revenue that could otherwise support local services and improve community vitality.

Retail Leakage Findings & Demand Potential

The city's Business Commercial District contains just 12 retail and businesses, creating a mismatch between local demand and available offerings. Analysis shows the highest leakage occurring in:

- General Merchandise (\$22M)
- Food & Beverage (\$28M)
- Food Services & Drinking Places (\$21M)
- Health/Personal Care (\$3M)

Based on standard capture rates, Alpine could reasonably support approximately 137,000 SF of retail space, demonstrating a strong capacity to absorb new retail development.



**ANNUAL RETAIL SALES:
\$9M**

**ANNUAL RETAIL
LEAKAGE: \$95M**

**RETAIL SF CAPTURABLE
DEMAND (60%) :
137,000 SF**

The market study (see Appendix x) identifies a variety of potential tenants suited to either an experiential retail environment or as stand-alone destinations. Experiential retail—defined by a mix of restaurants, boutiques, services, and activity-oriented tenants—requires a large, cohesive footprint that allows complementary uses to co-locate. This collocation benefits businesses by encouraging longer dwell times, cross-shopping, and creating an environment where residents can accomplish multiple activities in a single trip.

- Furniture/ Home Furnishings
- Electronics/ Appliance Retailers
- Building Material/ Garden Supplies
- Food and Beverage Retailers
- Health/ Personal Care Retailers
- Clothing/ Accessory/Shoe/ Jewelry
- Sports/ Hobby/ Book/ Music
- General Merchandise Retailers
- Food Services and Drinking Places

Source: ESRI Business Analyst, CoStar

Given the scale of retail space Alpine could support, the city has a realistic opportunity to pursue a 100,000+ SF experiential retail development. Two areas within the city's commercial district stand out as strong candidates for redevelopment:

1. FORMER PURPLE MATTRESS FACTORY PROPERTY

If not converted to housing, this aging industrial site offers a large footprint with the potential to be repurposed into a mixed-tenant experiential center. Its existing scale makes it suitable for redevelopment without requiring significant parcel consolidation.

2. SOUTHWEST GATEWAY PARCELS

This cluster presents one of the most compelling opportunities for a master-planned retail destination. Some of the potential benefits include:

- Existing commercial zoning, minimizing entitlement hurdles
- Visibility and access from Alpine Highway, drawing customers from outside the city
- No added traffic burden on S. Main Street
- The ability to connect parking lots to neighboring office properties, enabling improved circulation and an additional access point on W Canyon Crest Road



Dentist in Alpine City



Gym in Alpine City



Aerial view of Alpine City looking toward S Main Street

ALPINE CITY MAIN STREET AND GATEWAY CORRIDORS SMALL AREA PLAN

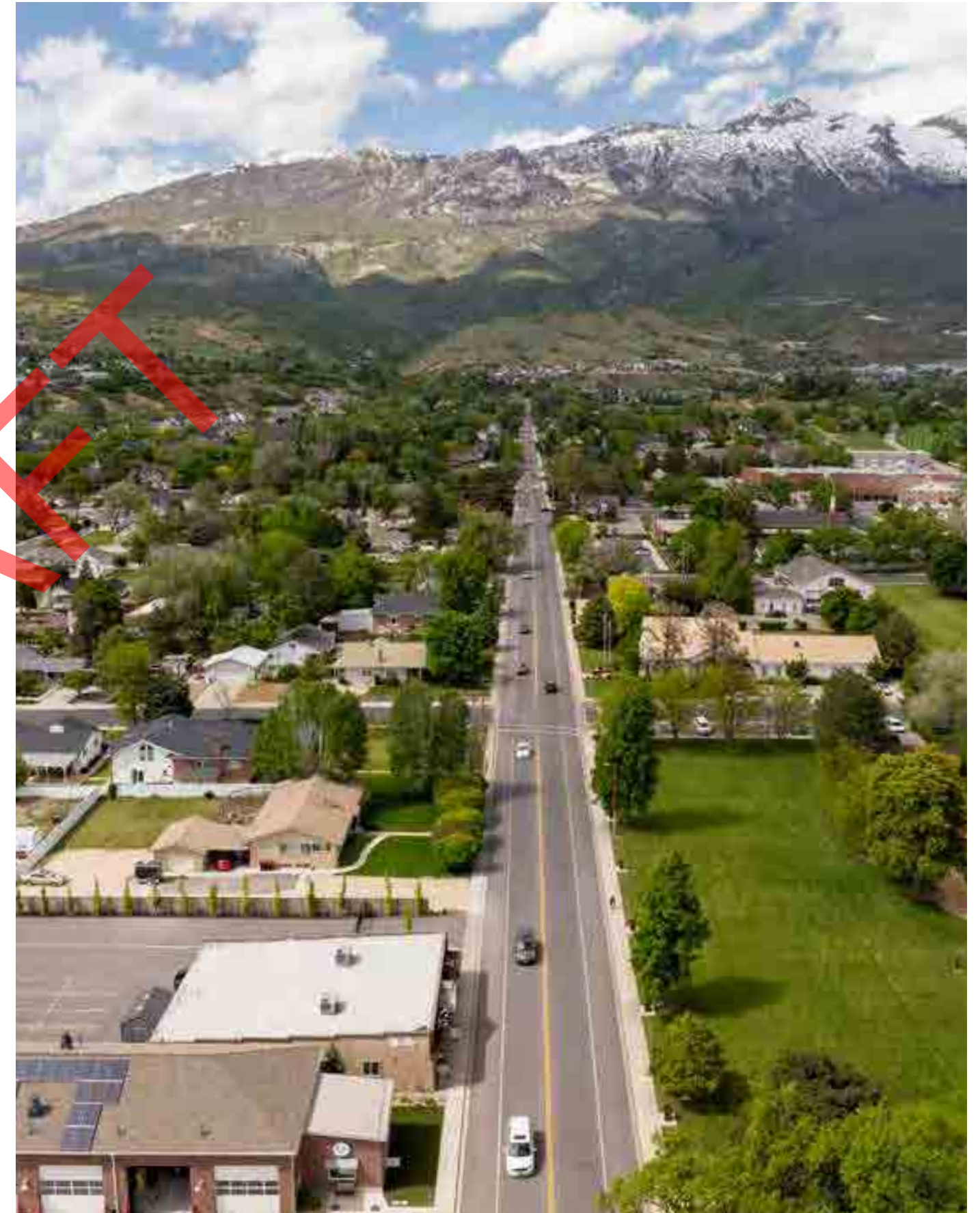
INTRODUCTION

Alpine City envisions a future that celebrates its rural roots, historic character, and strong community identity, while thoughtfully guiding growth to meet future needs. The Alpine Gateways Project Plan is defined by six distinct Character Areas that respond to existing conditions and create new opportunities to create a walkable and diverse community.

The following recommendations provide a strategic framework to guide the growth and development of Alpine City's Gateways. They are the product of an iterative public engagement process, with recommendations that clearly reflect the values, priorities, and concerns expressed by residents throughout Workshop 1, stakeholder meetings, and the citywide Open House. From the earliest phases of outreach, the planning team centered community participation as the guiding force in shaping the plan's development, and the resulting strategies closely mirror the themes that emerged from this dialogue.

During Workshop 1, residents and stakeholders articulated a set of core community values that created the foundation for the plan's direction. These values emphasized protecting Alpine's historic and agricultural character, maintaining the small-town feel, promoting an active and outdoor-oriented lifestyle, supporting family traditions, and encouraging distinctive, thoughtful growth. Additionally, participants stressed the importance of enhancing walkability, improving multi modal transportation options, and strengthening community connectivity. The project team distilled these themes into a series of Guiding Principles:

- Context-Sensitive Design: new development will respond to the scale, form, and character of surrounding areas.
- Walkability and Connectivity: sidewalks, trails, and bike infrastructure will connect all character areas and provide multi modal transportation alternatives.
- Gateway Identity: each entrance Corridor to the city will offer a unique experience, focusing on identity and placemaking to create recognizable gateways.



RECOMMENDATIONS

1. SUPPORT BALANCED GROWTH IN A NEW MIXED-USE CHARACTER AREA (THE FIELD)

The new Mixed-Use South area introduces a strategic development opportunity along the southwest corridor of Alpine Highway. It will encourage a blend of medium-density housing, neighborhood-serving retail, and cultural venues, while creating an identifiable gateway to the city. Walkable design will be prioritized, complementing existing neighborhoods and green infrastructure can be incorporated along Alpine Hwy, including a low-impact stormwater system and bike lanes. This area will complement Town Center and create a smaller activity node within the city.



2. STRENGTHEN THE ROLE OF THE TOWN CENTER AREA

As the primary commercial heart of the city, Town Center will expand its offerings focusing on small business and community-focused retail, including mixed-use development with residential units above ground-floor retail or office spaces. Placemaking initiatives such as public art, event spaces, and pedestrian-friendly streetscapes should be prioritized.



3. ENHANCE MAIN STREET CIVIC AND MIXED-USE AREA

This area remains as the key civic and cultural core of Alpine City and creates a transition zone between the Town center commercial area and residential neighborhoods to the north. Historic structures and character should be maintained, and new development will follow the revised Design Guidelines being consistent with Alpine's traditional character. A mix of housing options should be promoted to support housing diversity. Civic programming should be encouraged to activate the area year-round and strengthen Alpine's community identity.



4. PRESERVE THE AGRICULTURAL AND OPEN SPACE CHARACTER OF THE SOUTHWEST GATEWAY

This area should celebrate and protect Alpine's agricultural roots, maintaining open space and low density development. New development should focus on residential uses and be sensitive to the existing rural character. Opportunities for community gardens, local markets, or agricultural education spaces can be explored that can complement the new Mixed-Use South area.



5. MAINTAIN EXISTING CONDITIONS IN THE NORTHWEST GATEWAY AND THE SOUTHEAST GATEWAY

These areas should be maintained, and limited change is proposed. As transition zones from the city's core to suburban neighborhoods, opportunities for connectivity improvements should be considered (such as new bike lanes) that provide easy access to nearby destinations and public spaces. Any future development along these two Corridors should respect the current scale and use and align with the community's vision. A new gateway feature should be considered at the west end of 200N and the south end of S Canyon Crest Rd.



6. ENHANCE THE AESTHETICS AND CHARACTER OF ALPINE HIGHWAY AS THE MAIN CORRIDOR INTO THE CITY CORE

A new Linear Park along Alpine Hwy will create an inviting and visually pleasing entrance to the city, where a cohesive planting palette can provide a special character and opportunities for public art can be explored. Native landscaping, shade trees, benches, and lighting can make this park a new feature of Alpine City while incorporating a continuous multi-use trail that connects key areas across the city



7. IMPLEMENT A UNIFIED WAYFINDING AND GATEWAY IDENTITY SYSTEM

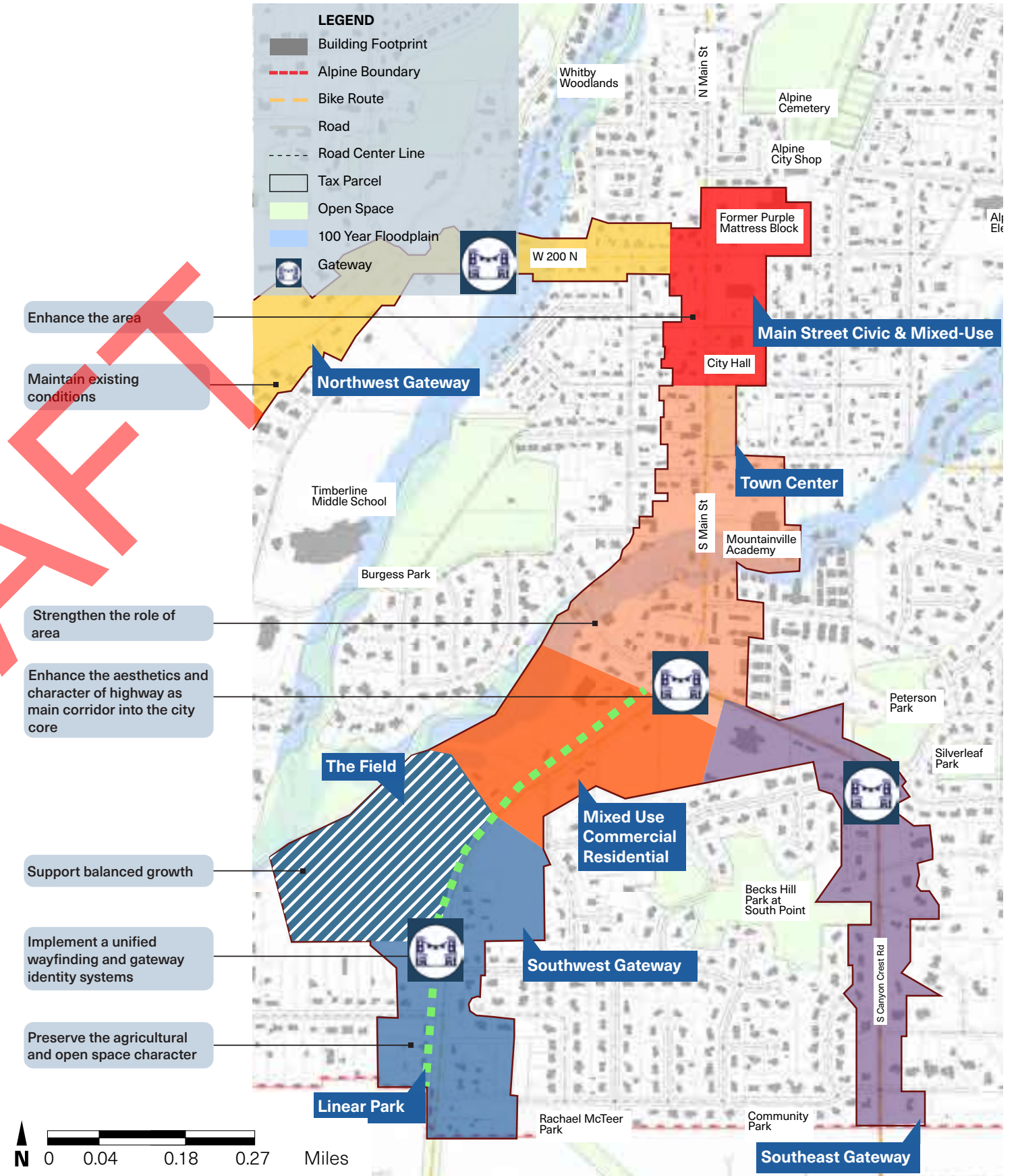
Across all gateway areas signage, branding, and wayfinding elements should be developed that reinforce Alpine's identity and enhance navigation. Gateway features like monuments, landscaping, and public art should be prioritized at the key entry points and the roundabout.

PREFERRED CONCEPT - CHARACTER AREAS MAP

The Guiding Principles shaped the development of the Character Areas, each of which corresponds strongly to feedback gathered during mapping exercises and breakout discussions. Public input consistently highlighted the Southwest Gateway as a preferred location for accommodating new growth, particularly if the area could maintain its rural character and transition sensitively into surrounding residential neighborhoods. This direction is reflected in the plan's characterization of the Southwest Gateway as a low-density, agriculturally influenced entry corridor with expanded green buffers, detached sidewalks, and sensitive residential infill. Concerns about pedestrian and cyclist safety, repeated throughout Workshop and Stakeholder sessions, shaped mobility and public-realm recommendations across all Character Areas. The Southeast and Northwest Gateways emphasize safer crossings, trail linkages, and traffic calming, reflecting residents' priorities for improving daily mobility and creating safer routes to school. In the Town Center and along Main Street, the plan strengthens walkability, plaza spaces, and street activation to support community gathering and local businesses.

Community feedback also underscored the importance of preserving Alpine's historic identity and enhancing family-oriented amenities. Residents voiced strong support for protecting historic buildings, maintaining Main Street's traditional scale, and preserving mountain views, which directly influenced the Main Street Civic and Mixed-Use recommendations. Similarly, desires for civic gathering areas shaped the Town Center strategy, resulting in proposals for enhanced public spaces, community events, public art, and small-scale commercial offerings that reinforce Alpine's community-first character.

DRAFT



CHARACTER AREAS

The proposed character areas for the Alpine Gateways project define distinct zones reflecting Alpine City's current scale, land uses, and historic identity to guide balanced growth and preservation. Core areas include: Town Center; Main Street Civic and Mixed Use; Mixed Use Commercial Residential; The Field; Southwest Gateway; Southeast Gateway; Northwest Gateway

MAIN STREET CIVIC AND MIXED USE

This area acts as the civic and cultural core of the city, creating a transition between the more traditional residential neighborhoods in the north and the commercial/mixed-use core in the south. Development in this zone should include a mix of housing types and civic and cultural uses that provide a Main Street experience that aligns in character with the scale and cadence of historic development patterns.

KEY ELEMENTS:

- Land Use Mix: Mix of housing types, low-density retail, civic buildings, and community-oriented cultural uses.
- Built Form: Smaller blocks, buildings close to the street with pedestrian-scale setbacks; storefronts, porches, and civic facades oriented towards the sidewalk.
- Overall Character: Reflective of Alpine's historic development—pitched roofs, traditional materials, and articulated façades.
- Public Realm: Pedestrian-friendly design with enhanced streetscapes, potential incorporation on planted buffers and street trees.
- Key Feature: Purple Mattress opportunity site and proximity to public facilities.
- Development Goal: Maintain small town scale, enhance connectivity, and preserve architectural consistency.



CHARACTER AREAS

TOWN CENTER

Along Main Street and as part of the downtown core, this area is intended to serve as the commercial and social heart of Alpine, promoting vibrancy and gathering. It will strengthen its role as a dynamic, walkable district with a mix of cultural, civic, and commercial spaces. It will also include medium-density residential development.

KEY ELEMENTS:

- Land Use Mix: Retail, restaurants, office spaces, services and potential for vertical mixed-use development.
- Built Form: Compact development, first-floor activation, street-oriented buildings, public gathering spaces.
- Overall Character: Alpine's Town Center is a walkable, vibrant hub for retail, dining, and community gathering, defined by activated streetscapes and a welcoming gateway feature.
- Public Realm: Wider sidewalks that support first floor activation, street trees, traffic calming at intersections and enhanced pedestrian crossings, bicycle parking
- Development Goal: Enhance placemaking, encourage mixed-use infill, and support year-round activity.
- Wayfinding & Identity: Gateway element at the roundabout that reinforces this area as the recognizable "town center" of Alpine.



CHARACTER AREAS

TEXT FOR MIXED USE COMMERCIAL RESIDENTIAL

MIXED USE COMMERCIAL RESIDENTIAL

XXXXX

KEY ELEMENTS:

- XXXX
- XXXX
- XXXX

CHARACTER AREAS

THE FIELD

Taking advantage of a large opportunity site, The Field represents the gateway to Alpine City, with broad vistas to the Wasatch range beyond. With topography that falls from Alpine Highway towards the river, it preserves the existing character of the Alpine Highway frontage while allowing for additional infill development on the western portion of the property. Low to medium density development is anticipated, making room for missing middle housing typologies as well as some retail. This area is envisioned as a rural-inspired entrance to the city that protects open views and farming heritage.

KEY ELEMENTS:

- Land Use Mix: Clustered development, medium density housing and local-serving retail.
- Built Form: Clustered development, larger setbacks from roads; emphasis on preserving mountain views and low-profile structures.
- Overall Character: Fields and open space preserved along roadways; potential for community gardens or heritage farms.
- Public Realm: Residential roads with large green buffers and detached sidewalks, street trees, bike paths. Integrate a trail system along the edge and connect to the downtown area and other destinations in Alpine City.
- Development Goal: Incorporate housing diversity and some density while respecting the natural and agricultural character of Alpine City.
- Wayfinding & Identity: Rustic signage, native landscaping, and rural fencing to create a distinct entry into Alpine.



DRAFT

CHARACTER AREAS

SOUTHWEST GATEWAY

The Southwest Gateway defines one the main entrance to the city, preserving and celebrating its agricultural character, with open spaces and broad development setbacks reinforcing Alpine's traditional development pattern. New residential development could include single-family or divided entry twin homes.

KEY ELEMENTS:

- Land Use Mix: Large-lot single-family homes.
- Built Form: Homes oriented towards the street, garages minimized in front setbacks.
- Overall Character: Traditional residential neighborhood with agricultural character.
- Public Realm: Large green buffers and detached sidewalks, street trees, bike paths.
- Development Goal: Emphasis on single-family development and large lot development.
- Wayfinding & Identity: Cohesive planting palette along the Corridor including large street trees. Gateway monument at the future intersection of Ranch Drive and Alpine Hwy.



CHARACTER AREAS

SOUTHEAST GATEWAY

The Southeast Gateway will continue existing development patterns respecting the low-density residential character, while enhancing neighborhood connectivity with pedestrian- and bike-friendly infrastructure.

KEY ELEMENTS:

- Land Use Mix: Single-family residential, infill development that matches existing single-family scale, opportunities for townhomes and accessory dwelling units (ADUs).
- Built Form: Driveway to adjacent neighborhoods, homes oriented towards the street, garages minimized in front setbacks.
- Overall Character: Traditional residential neighborhood.
- Public Realm: Detached sidewalks, green buffers, street trees, safe crossings, and traffic calming to support walking and biking. Pocket parks and gathering areas are integrated into new development. Trails connecting the Corridor with adjacent parks.
- Development Goal: Emphasis on low-density, single-family development and limited infill development.
- Wayfinding & Identity: Gateway element at the south end of the Corridor.



NORTHWEST GATEWAY

This area will maintain its residential identity, focusing on improved walkability and bike access to Main Street. Emphasis will be placed on walkability, trail linkages, and residential development that responds to existing scale and typologies.

KEY ELEMENTS:

- Land Use Mix: Single-family residential.
- Built Form: Larger lots, detached houses, larger setbacks.
- Overall Character: Low density traditional residential neighborhood.
- Public Realm: New or improved trail and sidewalk networks linking neighborhoods to schools, parks, and Main Street. Dedicated bike lanes and safe routes for children to schools or recreational areas.
- Development Goal: Emphasis on single-family development that celebrates the neighborhood character and identity.
- Wayfinding & Identity: Gateway element at the west end of the Corridor.





Aerial View of Alpine City

LAND ACQUISITION POLICY

LAND ACQUISITION POLICY

The Land Acquisition Strategy is a fundamental component of urban planning designed to systematically identify, prioritize, and secure land parcels that support the community's long-term vision and development objectives. By adopting a structured and proactive approach, the strategy ensures that land purchases align with community growth and revitalization priorities, enabling future development opportunities that benefit the entire area. Establishing clear goals across short-, mid-, and long-term horizons provides guidance for implementation, accountability, and progress measurement. This approach also facilitates the prioritization of properties, identification of funding mechanisms, and cultivation of relationships with property owners, setting the stage for successful acquisition and development readiness. Underpinning this strategy, tools like a land acquisition matrix enable decision-makers to evaluate properties against transparent criteria reflecting strategic alignment, cost, feasibility, market demand, economic impact, environmental considerations, and regulatory factors, thereby promoting informed, consistent, and sustainable land procurement decisions

GOALS

The Land Acquisition Strategy aims to establish a structured, proactive approach to identifying and securing land parcels that align with the community's long-term vision and land use objectives. By strategically purchasing key properties, the program supports future development opportunities consistent with the community's growth and revitalization goals. While the overarching intent centers on aligning land purchases with community priorities, defining clear short-, mid-, and long-term goals helps guide implementation, ensure accountability, and measure progress. These goals provide a roadmap for prioritizing properties, identifying funding mechanisms, and advancing toward acquisition and development readiness.

SHORT-TERM GOAL:

- a. To identify a short list of highest priority properties to purchase
- b. Identify funding mechanisms to help with the purchase of these priority properties (i.e. increase sales/lodging tax by fraction of %)
- c. Begin building relationship with priority property owners and demonstrate interest

MID-TERM GOAL:

- a. Implementing new funding mechanisms as needed
- b. Identifying potential planning/development partners for various planned projects

LONG-TERM GOAL:

- a. Execute the purchase of priority properties
- b. Begin preparing development application materials

LAND ACQUISITION MATRIX

This land acquisition matrix was developed for Alpine City as a tool to guide decision-making in the acquisition of land parcels for redevelopment. As opportunities arise to revitalize the town's urban areas, it becomes essential to evaluate potential land purchases systematically to ensure they align with broader community goals. The matrix helps prioritize acquisitions that support city objectives and ensures that decisions are not made arbitrarily but based on consistent, transparent criteria that reflect long-term benefits and feasibility.

CRITERIA

The matrix evaluates each property based on seven key criteria, each addressing an aspect of successful redevelopment. These include:

- **Strategic Alignment (20%):** Assesses how well the acquisition supports existing city plans and priorities.
- **Cost of Acquisition and Infrastructure (20%):** Evaluates if the price and required site work are within acceptable limits.
- **Development Potential and Feasibility (15%):** Considers zoning, infrastructure access, and overall ease of development.
- **Market Demand (15%):** Analyzes the need for the proposed use based on current market conditions.
- **Economic Impact (10%):** Measures the ability to generate tax revenue, jobs, and economic stimulation.
- **Environmental Constraints (10%):** Identifies potential environmental risks that may raise costs or limit development.
- **Regulatory and Political Feasibility (10%):** Considers the ease of obtaining necessary approvals and potential for community support or opposition.

WEIGHTED SCORE

Each criterion is assigned a percentage weight based on its importance to Alpine City's redevelopment goals. When evaluating a property, each criterion is scored on a scale from 1 to 3, where 3 is excellent, 2 is neutral, and 1 is poor. The weighted score is calculated by multiplying each criterion's score by its weight and summing the results. This approach ensures that more critical factors have a larger influence on the final decision.

WHAT EACH SCORE MEANS

The final weighted score helps categorize the property's potential for acquisition:

2.5 OR HIGHER:

Recommended for Purchase. The site offers high value with minimal challenges and aligns well with city goals.

2.0 TO 2.5:

Case by Case. The property may be viable depending on project-specific factors or if mitigations are possible for noted challenges.

BELOW 2.0:

Not Recommended. The site has significant drawbacks or costs that likely outweigh its potential benefits.

LAND ACQUISITION POLICY

CRITERIA	WEIGHT (%)	SCORE(1-3)	WEIGHTED SCORE
Strategic Alignment Does the acquisition align with the city's comprehensive/master plan, economic development strategy, housing goals, or needs?	20%	0	0
Cost of Acquisition and Infrastructure Purchase price is within 10% of market value/ acre, limited demolition, remediation, or other site preparation costs	20%	0	0
Development Potential and Feasibility Suitability for intended use, including zoning, infrastructure availability (roads, utilities, etc.), and ease of site development.	15%	0	0
Market Demand Need for the type of development (housing, commercial, industrial, parks) based on market trends and demand analysis.	15%	0	0
Economic Impact Potential to create jobs, increase tax revenue, stimulate investment, or support local businesses.	10%	0	0
Environmental Constraints Lack of presence of wetlands, floodplains, contaminated land, or other environmental issues that could increase costs or limit development.	10%	0	0
Regulatory and Political Feasibility Likelihood of securing necessary approvals, permits, rezoning, or overcoming community opposition.	10%	0	0
Total Score	100%	0	0

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Score

3 = Excellent (high value, minimal challenges)
 2 = Neutral
 1 = Poor (significant challenges, high costs, or low impact)

Weighted Score

2.5 + = Recommended for Purchase
 2.0 - 2.5 = Case by Case
 < 2.0 = Not Recommended



IMPLEMENTATION MATRIX

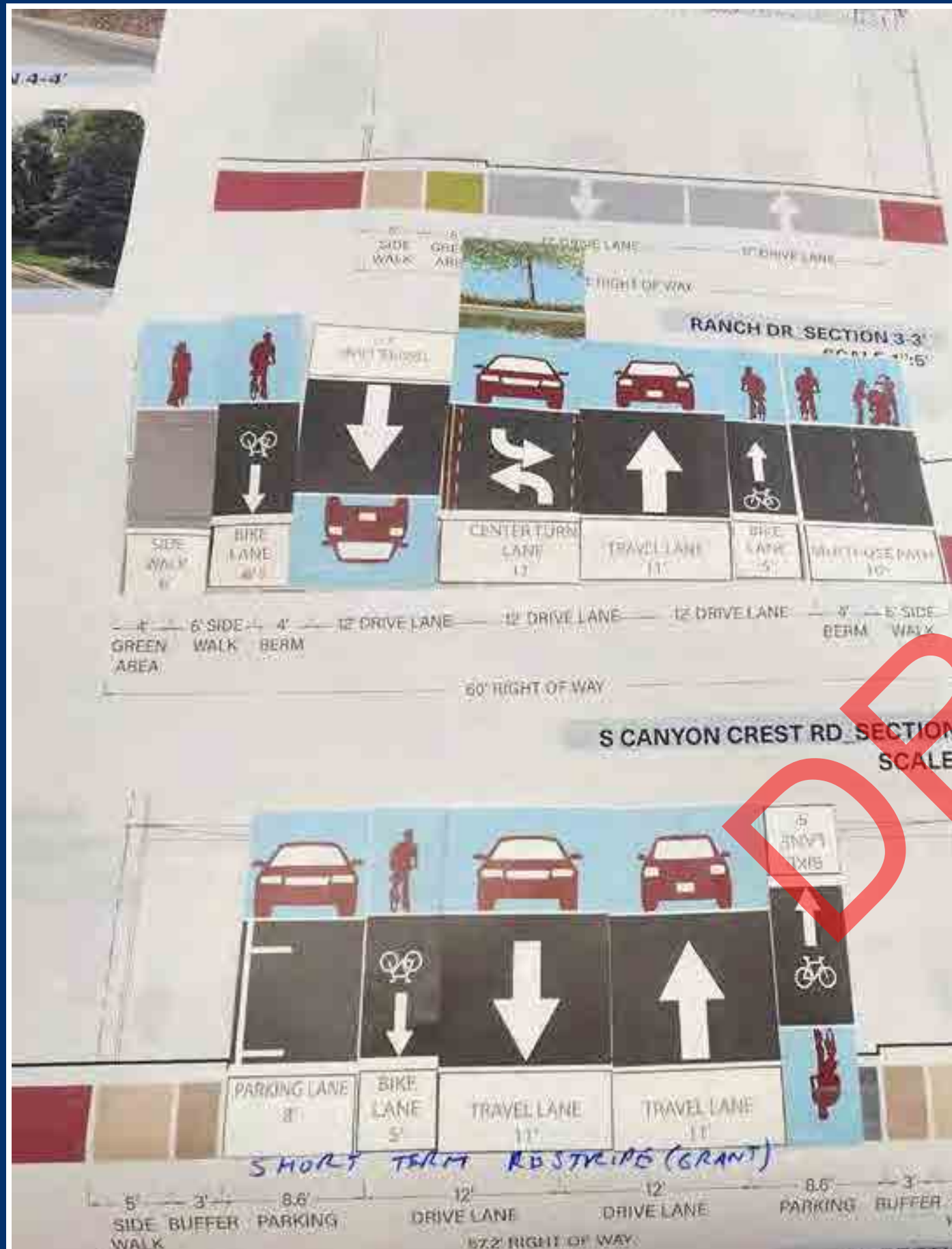
IMPLEMENTATION MATRIX

This chapter establishes a clear roadmap for transforming Alpine City’s Gateway Corridors and Main Street vision into measurable outcomes. The Implementation Matrix that follows outlines priority actions and investments—covering gateway enhancements, streetscape and mobility improvements, historic preservation updates, and public realm projects—needed to fulfill the plan’s objectives. Each action is organized by implementation phase and identifies responsible parties and potential funding sources. By coordinating public, private, and community initiatives, the matrix serves as a practical tool to guide city decision-making, allocate resources effectively, and phase improvements in alignment with Alpine’s long-term vision and community values.

PHASE	ACTION ITEM	RESPONSIBLE PARTY	FUNDING/ FINANCING	RELATED RECOMMENDATIONS	UTA / OTHER PARTNERS
Policy and Regulatory Actions					
1	Adopt Land Use Acquisition program into city’s code.	Alpine City		1, 4	
1	Map priority view corridors along Alpine Hwy. to preserve open space and agricultural views.	Alpine City		4, 6	
1	Adopt updated Historic Main Street Design Guidelines.	Alpine City		3	
1	Evaluate zoning revisions for the different Character Areas area to align with proposed land uses and development patterns (i.e. clustered development in the Southwest Character Area)	Alpine City		4, 5	
2	Prepare development framework for the Mixed-Use South area integrating neighborhood-scale retail and medium-density housing.	City Economic Development, Property Owners	TIF (CRA), Private Investment	1	Property Owners
3	Review zoning for Town Center area to include requirements for public space amenities	Alpine City		2	
3	Evaluate long-term opportunities for redevelopment of underutilized parcels along Gateway Corridors.	City Council, Planning Dept.	Private Investment, EDA Grant	2, 5	EDA
Traffic Operations and Safety Measures:					
1	Implement restriping on Main Street to create bike lanes by narrowing travel lanes and removing on-street parking.	Alpine City, UDOT	TAP	3	X
1	Install raised median and left-turn restrictions at Mountainville Academy to address peak-hour congestion and safety.	Alpine City, UDOT	Safe Routes to School	X	X
1	Conduct feasibility study for gateway corridor enhancements, including traffic calming and landscape improvements along key entries to Alpine City.	Alpine City, UDOT	Transportation Alternatives (TAP), WFRC TLC	6, 7	X
2	Construct mini-roundabout at Main Street and 100 South to manage turning movements and improve flow.	Alpine City, UDOT	CMAQ, General Fund	3	X
Land Acquisition and Open Space:					
1	Acquire easements as needed along Alpine Hwy. for trail connectivity and new Linear Park	Alpine City		4, 6	

PHASE	ACTION ITEM	RESPONSIBLE PARTY	FUNDING/ FINANCING	RELATED RECOMMENDATIONS	UTA / OTHER PARTNERS
Street and Pedestrian Infrastructure Improvements:					
1	Evaluate and upgrade non-compliant curb ramps and sidewalks on Main Street.	Public Works	CDBG, State ADA Grants	3	-
1	Add bike lane markings on recommended streets by TMP	Alpine City		3	
1	Improve pedestrian crossings along Main Street and Canyon Crest Rd. per TMP recommendations	Alpine City		3	
1	Identify missing sidewalk links along Main Street, Alpine Hwy., Canyon Crest Rd., 200 N to improve walkability and access	Alpine City, UDOT, Utah Trail Network	Transportation Alternatives (TAP), State Parks Partnership	3	X
2	Add marked crosswalks and RRFBs at high-volume intersections along Main Street	Public Works	TAP, Safety Grants	3	X
3	Implement streetscape improvements for Main Street, including ADA enhancements, lighting, and street furniture.	Alpine City, Public Works	TIF (CRA), WFRC TLC	3, 7	-
3	Build shared use path on east side of Main Street and west side of Alpine Highway for bicycle and pedestrian access.	Alpine City, UDOT	Transportation Alternatives, CID	3, 6	X
3	Construct linear park improvements along Alpine Highway, including sidewalks, wayfinding, and native landscaping.	Alpine City, UDOT	Federal Recreational Trails Program (RTP), CID	6, 7	X
Maintenance and Program Actions:					
2	Develop design concept for gateway monument at Ranch Dr. and Aline Hwy.	Alpine City, Local Artists	Community Improvement District (CID), General Fund	7	Arts Council
2	Develop facade improvement program to support small businesses along Main Street.	Alpine City, Chamber of Commerce	Community Reinvestment Area Funds, General Fund	2	Chamber
3	Establish corridor maintenance program to ensure landscape, signage, and pedestrian infrastructure upkeep.	Public Works, City Volunteers	General Fund, Volunteer Partnerships	6, 7	X

TRAFFIC MANAGEMENT PLAN



This chapter builds on other studies and documents for the Alpine City, including the Alpine Transportation Master Plan (January 2023) and the Alpine and Highland Active Transportation Plan (May 2023). However, this traffic management plan provides a more focused look at Main Street and the three Gateway Corridors (Alpine Highway, Canyon Crest Road, and Westfield Road), providing more specificity and detailed recommendations to manage motor vehicle traffic while supporting and encouraging safe and accessible active transportation.

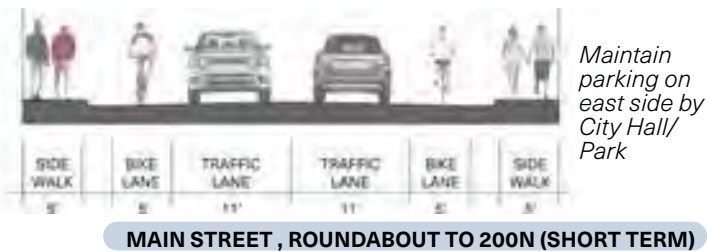
The traffic management plan recommendations are organized around four main areas within the project boundary: 1. Main Street; 2. Alpine Highway; 3. Canyon Crest Road; and 4. Westfield Road and 200 W. For each area, recommendations are grouped in the various types of mobility: bicycles, pedestrians, cars, and intersection improvements.

1. MAIN STREET

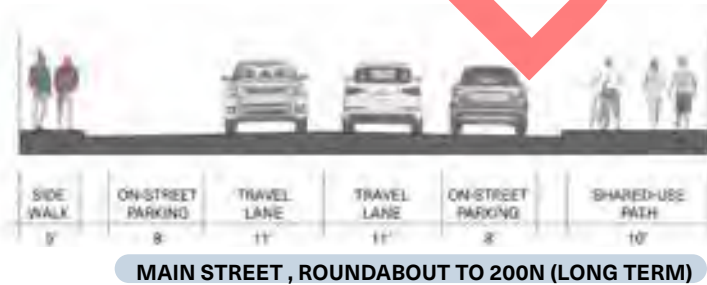
Main Street is a two-lane undivided street with paved shoulders, classified as an arterial street between the existing roundabout and 200 North and as a collector street between 200 North and Fort Canyon Road, where Main Street becomes Heritage Hills Drive. It currently has lane widths 12' wide and variable width shoulders that are sometimes used for on-street parking. Between the existing roundabout and 200 North, the curb-to-curb width varies from 42' to 44', with paved shoulders varying from 9' to 10'. Between 200 North and Fort Canyon Road, the curb-to-curb width is 38', with shoulders 7' wide. The Transportation Master Plan indicates that Main Street has approximate daily traffic of 13,300 vehicles per day between the roundabout and 100 South, 10,000 vehicles between 100 South and 200 North, and 5,400 vehicles north of 200 North.

BICYCLE FACILITIES

The Alpine and Highland Active Transportation Plan recommends on-street bicycle facilities on Main Street in the form of bicycle lanes. The city has funding programmed to restripe Main Street for bicycle lanes. Therefore, the short-term recommendation is to restripe to create bicycle lanes by narrowing lane widths to 11' and eliminating parking on the west side of the street. Bicycle lane widths would vary from to eight feet wide between the roundabout and 200 North and five feet wide between 200 North and Fort Canyon Road.



Based on the public involvement conducted for the Alpine City Gateway Corridors Small Area Plan, the long-term recommendation for Main Street is to construct a shared use path 10' wide on the east side of Main Street between the roundabout and 200 North. The proposed short-term bicycle lanes would remain north of 200 North. The shared use path would be provided by moving the curb on the east side of the street, thereby narrowing the curb-to-curb width to 38' would allow travel lanes 11' wide and parking lanes eight feet wide. This design would restore parking on both sides of the street to be consistent with the redevelopment proposed in this Alpine City Gateway Corridors Small Area Plan.



Recreational road cyclists and some bike commuters will continue to use the roadway instead of the shared use path, sharing the travel lanes with motorists; this use is compatible with target speeds of 20 to 25 miles per hour, as discussed below under speed management.

PEDESTRIAN FEATURES

The existing sidewalks on Main Street provide adequate space for walking. Long-term, the shared use path on the east side would provide additional width, albeit shared with some bicyclists. Most curb ramps and driveway approaches along Main Street are not compliant with the Americans with Disabilities Act (ADA). An evaluation of all sidewalks along Main Street is recommended to identify and catalog all non-compliant features to inform a future project to bring Main Street into compliance with the ADA.

There are existing marked crosswalks across Main Street at some intersections along Main Street, but typically only one crosswalk per intersection, except at the all-way stop at 200 North. Marked crosswalks are recommended across Main Street on both sides of the minor street at four-way intersections and at least one side of the minor street at T intersections. At the offset intersections of Main Street with 120 South and 100 South, the existing marked crosswalk on the south side of 120 South is recommended to remain, along with a new marked crosswalk on the north side of 200 South. For most of Main Street, the volumes and speeds are anticipated to be low enough such that additional crosswalk enhancements such as flashing beacons are unnecessary; However, rectangular rapid flashing beacons (RRFBs) are recommended at the crosswalks at 120 South and Red Pine Drive, due to higher motor vehicle volumes and heavier use by pedestrians.

As part of the long-term project to install a shared use path on the east side of the street, curb extensions are recommended at the intersections along Main Street from Red Pine Drive to 200 North. These curb extensions would push the curb and gutter out to the edge of the parking lane at crosswalks, reducing crossing distance and opening up sight lines between pedestrians and motorists, which are otherwise restricted by parked vehicles.

MANAGING MOTOR VEHICLE TRAFFIC

MOUNTAINVILLE ACADEMY

During the public involvement process, traffic issues on and around Main Street related to the arrival and dismissal times at Mountainville Academy were regularly mentioned as the most significant traffic congestion and traffic safety concern within Alpine. Some of the issues described or observed are as follows

- Cars queued on the northbound shoulder of Main Street, waiting to turn into the school, blocking bicycle travel and creating sight-distance issues.
- A long queue of northbound vehicles at the crosswalk at 120 South; the queue often extends past the main entrance to the school, creating a double row of stopped vehicles at the school entrance.
- A queue of southbound vehicles waiting to turn left into the school; this queue sometimes extends into and beyond the crosswalk at 120 South.
- Left-turn movements from southbound Main Street to the school turning between stopped vehicles in the northbound queue; these vehicles present a potential danger to pedestrians on the east sidewalk, since sight lines are blocked by the queued northbound vehicles.
- Left-turn movements from the school to southbound Main Street are challenging for motorists, due to the northbound and southbound queues mentioned above.
- With queues of traffic in both directions, the school crossing at 120 South can be challenging for children to use, even with the presence of the crossing guard.

PROHIBITION OF LEFT TURN MOVEMENTS

Previous traffic studies have recommended prohibiting left-turn movements in and out of the school during arrival and dismissal times. However, it is difficult to enforce time-of-day signs unless there is a police presence at all arrival and dismissal times.

A full-time prohibition of left-turn movements is recommended at the driveways to Mountainville Academy, including the main driveway as well as the smaller driveway to the north. The prohibition would need to be physically enforced by a raised median. In the short term, a plastic or rubber curb or traffic separator with flexible delineators is recommended, as shown below.



Flexible delineator with rubber curb

Flexible delineators alone would be even easier to implement, as shown below.



Flexible delineator with rubber curb

Prohibiting left-turn movements will force vehicles accessing Mountainville Academy to adjust their routes within Alpine. Since most drivers dropping or picking up students tend to go back to where they started their trip, drivers entering Mountainville Academy from the south will need to turn right to

the north, then find a way to head back to the south. Similarly, drivers accessing Mountainville Academy from the north will need to find a way to turn around and access the school from the south. Some drivers will attempt to make U-turns on Main Street, which is legal under Utah Traffic Code if the U-turn can be made safely and without interfering with other traffic. Other drivers will filter through other streets within Alpine, increasing traffic volumes on some local streets in Alpine. By using temporary curbs and/or delineators, the City of Alpine can test the left-turn prohibition and make a determination as to whether increased U-turns and traffic on other streets is a reasonable trade off for reducing congestion and increasing safety on Main Street near the school.

PARK AND WALK

During dismissal times at Mountainville Academy, a significant number of school children were observed walking to Legacy Park, where they would meet parents and other caregivers parked on the streets adjacent to the park. This activity is an example of a school area congestion management strategy called “park and walk”. Park and walk is most useful during afternoon dismissal, as it allows caregivers to arrive early, park their vehicles, and relax, rather than waiting in a queue of idling vehicles. Meanwhile, their students enjoy a few minutes’ walk and fresh air, often including socializing with friends and family in the park before heading home. The fact that so many families naturally utilize this strategy is a testament to the friendly, neighborhood feel of Alpine.

Afternoon school congestion is typically worse than morning congestion because caregivers must wait until students are dismissed in large groups; therefore, park and walk is most beneficial in the afternoon, as it is being used already. However, park and walk during school arrival can also help reduce morning traffic congestion while providing students the benefits of fresh air and exercise. As an additional strategy to reduce traffic congestion on Main Street, Alpine could encourage more park and walk activity during both arrival and dismissal, via outreach to the school and its families, or by sponsoring or encouraging small events or activities in the park.

INTERSECTION IMPROVEMENTS

Except as it relates to Mountainville Academy traffic as discussed above, intersections along Main Street experience minimal congestion or other issues. However, there are some recommendations that could help manage school traffic and improve intersections overall.

MAIN STREET AT 100 SOUTH AND 120 SOUTH

These two T-intersections are less than 90’ apart, edge to edge. During school arrival and dismissal, both streets are used by drivers dropping off and picking up students. If left-turn movements are prohibited at the school entrances, these two streets will likely be most impacted by additional traffic, as they are the closest streets north of the school leading west and east.

At 120 South, the City of Alpine may want to consider prohibiting northbound left-turn and U-turn movements on Main Street at 120 South during school arrival and dismissal times. When all vehicles are forced to turn right out of the school, many drivers will want to turn left on 120 South. These left-turn movements, combined with the school crossing at the intersection, may create enough congestion to cause gridlock in front of the school. In addition, vehicles making this left turn would end up on Canyon Crest Road not far from Timberline Middle School, possibly contributing to congestion there. However, without southbound vehicles attempting to enter Mountainville Academy, it is possible that the existing congestion at 120 South will be diminished. For the initial prohibition of left-turn movements at Mountainville Academy, left-turn movements are recommended to be permitted at 120 South; however, the Main Street and 120 South intersection and nearby streets should be monitored during arrival and dismissal times to evaluate whether a part time turn prohibition is useful.

A mini-roundabout should be considered for the intersection of Main Street and 100 South; a roundabout would manage the intersection’s traffic and provide a convenient location for drivers accessing Mountainville Academy from the south to make U-turn movements. The existing footprint of the intersection will accommodate a roundabout with an inscribed circle diameter of approximately 60’, which would allow for U-turn movements by passenger vehicles and package delivery trucks. One concern is

that school traffic could back up into the roundabout, causing the roundabout to fail. However, with no left turns to the school, the primary remaining source for this backup is the school crossing at 120 South; the fact that this crosswalk has a crossing guard should help mitigate the potential for roundabout blockages. It is possible to build mini-roundabouts using temporary materials such as rubber or plastic curbs and separators, to reduce costs and expedite implementation. However, care must be taken when using temporary materials for roundabouts; as the aesthetics of these materials have sometimes proven to be off-putting, resulting in public discontent with the installation.

MAIN STREET AT 200 NORTH

The all-way stop at this intersection works well to control existing flows of traffic and interrupt potential speeding traffic on Main Street, because the traffic volumes on all four legs are reasonably well balanced. However, as the city continues to grow and redevelop, this intersection should be monitored for increased congestion; a primary consideration is potential redevelopment of the vacant parcel one block east of the intersection. A mini-roundabout could be a good long-term solution at this intersection; an inscribed circle diameter of 70 to 75’ fits within the existing intersection footprint.

SPEED MANAGEMENT

The current posted speed limit for Main Street is 30 miles per hour between the roundabout and 200 North, and 25 miles per hour north of 200 North. The recommended target speed for Main Street is 25 miles per hour, or perhaps 20 miles per hour in the core area after redevelopment, due to additional retail businesses and denser on-street parking. The “target speed” is the preferred speed for motor vehicles to travel on a street; ideally posted speed matches target speed. For Main Street, the primary speed management recommendation is narrow lanes with bike lanes (short-term) or on-street parking (long-term), as shown in the cross sections above. Narrower travel lanes encourage slow speeds and provide space for other cross-sectional elements, while still sufficient for the mix of traffic in Alpine. These lane widths may feel uncomfortably narrow to some drivers; however, this design is intentional, as the reduced width encourages slower vehicle speeds, particularly in area adjacent to on-street parking.

The curb extensions described above for pedestrian crossing also contribute to speed management. During some times of day, parking densities might be light, negating the narrow feel created by 11-foot travel lanes and 8-foot parking lanes. Curb extensions maintain the constrained environment even when few or no vehicles are parked. Curb extensions should be placed at all intersections and other pedestrian crossing locations; on long blocks, curb extensions could also be placed mid-block to provide continuity of the road narrowing while doubling as a place for street trees, other landscaping, hardscape, or street furniture like bike racks, signs, and benches.

The proposed mini-roundabout at 120 South would also provide for traffic calming, restricting speeds to approximately 15 to 20 miles per hour at the intersection.

2. ALPINE HIGHWAY

Between the city limit and the existing roundabout, Alpine Highway is a two-lane undivided street with a center turn lane and paved shoulders, classified as an arterial street. Alpine Highway is under Utah Department of Transportation (UDOT) jurisdiction; it has generous lane and shoulder widths for a roadway within a city, with travel lanes 12 to 13' wide, a 14-foot center turn lane, and 10-foot shoulders, for approximately 60' total width. The Transportation Master Plan indicates that Alpine Highway carries approximately 14,900 to 15,800 vehicles per day within the Alpine City limits, making it the highest-volume gateway.

BICYCLE FACILITIES

The shoulders of Alpine Highway are marked as bicycle lanes, with approximate 10-foot widths and bicycle lane symbols spaced at approximately 1000' or at each intersection. Because Utah law previously did not prohibit parking in bicycle lanes, vehicles have historically been parked in the bicycle lanes, especially on the east side of the roadway. The Alpine and Highland Active Transportation Plan recommends an off-street bicycle facility on Alpine Highway. Building on this recommendation, a 12' wide shared use path is recommended to be constructed on the west side of Alpine Highway; this can be accomplished by using the existing right-of-way between the curb and the property line, and by working with UDOT to reduce travel lane and shoulder widths. In addition, restriping Alpine Highway is recommended to create buffered bike lanes.

While it may seem redundant to have both buffered bike lanes and a shared use path on Alpine Highway, these facilities are for different user groups. The buffered bike lanes would be used by recreational road cyclists, especially those in groups, as well as some commuters; the shared use path would be used by children and families traveling to school and other nearby destinations, or for more relaxed recreational riding.

A shared use path crossing of Alpine Highway is recommended on the north side of 800 South, with a raised median providing a refuge for path users. This location will connect directly with the future

Power Line Trail, as recommended in the Alpine and Highland Transportation Plan.

PEDESTRIAN FEATURES

Alpine Highway has intermittent sidewalks within the City of Alpine. On the east side, the sidewalk is nearly continuous, except for a short segment at the south end, between the city limit and the power line. On the west side, there are shorter segments of sidewalk, which are recommended to be widened and connected to construct the shared use path recommended for that side of the street.

There are currently no marked pedestrian crosswalks across Alpine Highway, except the crosswalk at the existing roundabout. Additional marked crosswalks are recommended to assist pedestrians with crossing the street, as follows:

- As discussed under bicycle facilities, a raised median with shared use path crossing is recommended on the north side of 800 South. The median and crosswalk could be a short-term improvement to provide a pedestrian crossing prior to the construction of the shared use path. Raised median refuges split the crossing task into two steps, so pedestrians only need to be concerned with one direction of travel at a time; additionally, medians have been shown to reduce pedestrian crossing crashes by about 40 percent. Rectangular rapid flashing beacons (RRFBs) are recommended at this crosswalk.
- As discussed in more detail below, a roundabout is recommended at the location where the extension of Ranch Drive would connect to Alpine Highway.

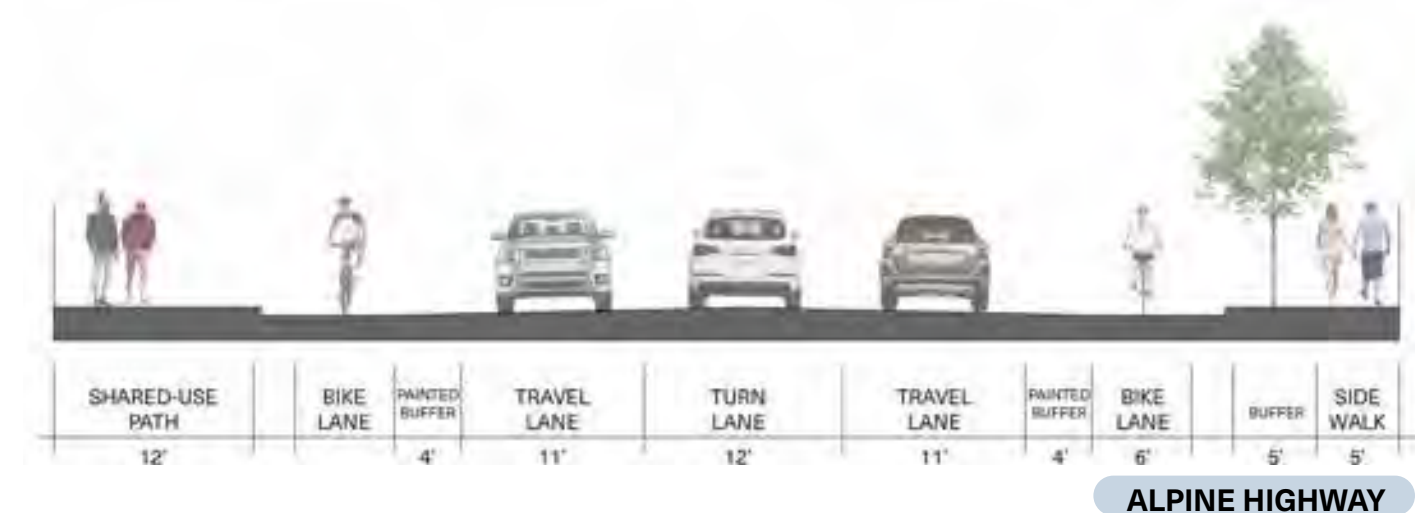
Marked crosswalks should be installed across all legs of this new roundabout, including both legs of Alpine Highway. Crosswalks at roundabouts are typically very safe and convenient for pedestrians, due to the slow travel speeds through the roundabout and splitter islands that act as pedestrian refuge islands.

- To provide additional crossing opportunities for pedestrians, another crosswalk is recommended at Bateman Lane. This crosswalk would provide pedestrian access between the neighborhoods served by Bateman Lane and the Alpine Art Center and nearby businesses. This crosswalk could be placed on either the north or south side of Bateman Lane; the north side would be more convenient for pedestrians, while the south side could include a median refuge, enhancing safety without blocking the left-turn lane to Bateman Lane. RRFBs are recommended at this crosswalk.

MANAGING MOTOR VEHICLE TRAFFIC

INTERSECTION IMPROVEMENTS

As shown in the Alpine Transportation Master Plan, Ranch Drive is intended to be extended across the existing agricultural parcel to Alpine Highway. A roundabout is recommended for this future intersection, to control turning movements, reduce speeds along Alpine Highway, improve safety, and provide an enhanced gateway to Alpine. Extension of Ranch Drive and construction of this roundabout is a long-term recommendation, intended to be implemented when the agricultural parcel is developed.



SPEED MANAGEMENT

The current posted speed limit on Alpine Highway is 45 miles per hour at the south city limit, dropping to 40 miles per hour midway between 800 South and Sunset Drive. These speeds make it challenging to provide a safe and comfortable environment for people walking and biking and are inconsistent the type of development anticipated by this Alpine City Gateway Corridors Small Area Plan. However, reducing speed limits alone is unlikely to have a measurable effect on how fast people drive on Alpine Highway, without also implementing speed management techniques.

The construction of a roundabout where Ranch Drive will connect to Alpine Highway is by far the best tool to manage speeds through this corridor, since travel speeds through roundabouts are typically 15 to 20 miles per hour. With this new roundabout and the existing roundabout bookending most of Alpine Highway within the City, a target speed of 30 to 35 miles per hour should be achievable, consistent with the development recommendations of the Alpine City Gateway Corridors Small Area Plan. However, since this roundabout is a long-term solution that won't happen until the agricultural parcel is developed, other solutions should be considered.

Because Alpine Highway is a UDOT facility, speed management will be more difficult to implement than on other streets in the City. However, UDOT would likely allow narrowing travel lanes from 12' to 11' and narrowing the center turn lane from 14' to 12'. While lanes of this width won't manage speeds as well as narrower lanes, there should be some benefit. Lane width reduction will also facilitate implementation of improved pedestrian and bicycle facilities, as discussed above. When Alpine Highway is next resurfaced, lane widths could be restriped to those shown in the cross section above, perhaps using a wider buffer for the bike lanes to use up the additional space.

Available online imagery shows that vehicles are occasionally parked along Alpine Highway, usually on the east side, apparently associated with activities at the nearby orchard and antique store. Recent State

legislation prohibits parking in bicycle lanes, making this parking illegal. The properties along Alpine Highway all appear to have ample adequate space for parked vehicles.

Raised medians or short median islands are recommended to replace the center turn lane at locations where there are no left-turn movements from Alpine Highway to driveways and minor streets. Medians or islands are an effective speed management technique due to their narrowing effect, especially within curved roadways or when introduced as gateways. The following locations are recommended for consideration of raised medians or islands.

- At the north side of 800 South, extending approximately 110' north, ending before the first driveway. This median island is the best location to serve as a gateway to Alpine; it is adjacent to the existing Alpine 1850 sign; similar signage and other hardscape or landscape features could be used in the median to highlight this primary entrance to the City. As mentioned above, this median would also serve as a refuge for pedestrians crossing the street here, as well as for users of the future Power Line Trail.
- From approximately 550' north of Sunset Drive to Bateman Lane. An opening in the median would need to be provided for the private driveway that serves 526 through 542 Alpine Highway. Left-turn pockets would need to be provided for that driveway and the southernmost driveway serving Burgess Orchards. Because this median would cover most of the long curve in Alpine Highway, it would be especially effective at reducing travel speeds. At Bateman Lane, this median could also serve as a refuge for pedestrian crossings.



3. CANYON CREST ROAD

Canyon Crest Road is a two-lane undivided arterial street with paved shoulders; from the city limit to Ridge Drive, it also has a two-way left-turn lane. Canyon Crest Road has lane widths varying from 11.5 to 13' and shoulder widths varying from 4.5' to 8'. The total curb-to-curb width is 44' south of Ridge Drive and 36' northwest of Ridge Drive; additional width is provided for turn lanes approaching Ridge Drive and Main Street. The Transportation Master Plan (2023) indicates that Canyon Crest Road carries nearly as much traffic into and out of the City as Alpine Highway, with daily traffic volumes of 14,800 at the City limit, 11,700 between Healey Boulevard and Ridge Drive, and 8,500 between Ridge Drive and Main Street. All intersections along Canyon Crest Road within Alpine have one- or two-way stop control, except for the roundabout at Main Street.



BICYCLE FACILITIES

The Alpine and Highland Active Transportation Plan recommends an off-street shared use path on Canyon Crest Road, and funding for a path is being provided through MAG. The recommended width for the shared use path is 12' as measured from the back of curb, allowing necessary obstructions such as signs to be placed near the curb without making the path too narrow. Paved shoulders marked as bike lanes are also recommended, to accommodate cyclists who want to travel at higher speeds and are comfortable riding closer to motor vehicle traffic. The bike lanes will also buffer the sidewalk and shared use path from motor vehicles.

PEDESTRIAN FEATURES

The existing sidewalks on Canyon Crest Road provide adequate space for walking, and the proposed shared use path will enhance the pedestrian environment. The proposed shared use path will also fill the current pedestrian facility gap on the northeast side of the street between Ridge Drive and Paradise Cove Lane. Like Main Street, many of the curb ramps and driveway approaches along Canyon Crest Road are not ADA-compliant. Reconstruction of ramps and driveways to achieve ADA compliance is recommended with the shared use path project.

Between the city limits and Main Street, the only marked crosswalks across Canyon Crest Road are the crosswalk at the roundabout and a crosswalk at Ridge Drive. The crosswalk at the roundabout appears to be well-designed, ADA-compliant, and easy for pedestrians to use due to the low speeds and pedestrian refuge inherent at roundabouts. However, the existing crosswalk at Ridge Drive is in the middle of a curve, which limits sight distance. In addition, the lack of additional marked crosswalks makes it challenging for people to cross Canyon Crest Road. Away from signalized intersections, pedestrians are legally allowed to cross streets at any location, as long as they first yield to vehicular traffic on the roadway. However, at 8,000 to 15,000 vehicles per day, it can be challenging to find sufficient gaps in traffic. By law, motorists are required to yield to pedestrians at unmarked crosswalks, which exist at intersections along Canyon Crest Road. However, yield rates by motorists are significantly lower at unmarked crosswalks than marked crosswalks.

A sight distance study for the crosswalk at Ridge Drive is recommended. Ideally, the study would look at both the stopping sight distance for eastbound motorists to the crosswalk, as well as decision sight distance for pedestrians waiting to cross. At 35 miles per hour, the necessary stopping sight distance per the American Association of State Highway and Transportation Officials is 250'. Measurements in Google Earth indicate that the sight distance between the eye location of a southeast-bound driver and a pedestrian waiting at the west curb to cross the street is approximately 225'. A physical measurement by an engineer would likely confirm sight distance that is less than desirable, which is potentially a significant safety issue.

The recent installation of rectangular rapid flashing beacons (RRFBs) at this intersection helps with the sight distance concern: when a pedestrian on the west side of Canyon Crest Road activates the flashing beacons, the beacon on the east side of the intersection is in the line of sight for southeast-bound drivers well before the pedestrian is in the line of sight. The beacon warns drivers to look for pedestrians, but this leaves plenty of room for driver error. An advance warning sign with an additional RRFB is recommended on Canyon Crest Road northwest of the intersection with Ridge Drive, located approximately at the beginning of the curve. The RRFB would supplement the existing sign and plaque.

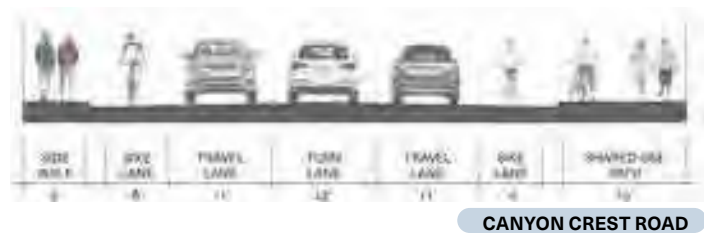
The sight distance problem at this crosswalk would also be addressed by installation of a roundabout or all-way stop control, as discussed below under intersection improvements.

Marked crosswalks are recommended at other locations on Canyon Crest Road within Alpine, to be implemented as part of the funding available through MAG. Crosswalk locations are best determined by identifying intersections that serve a larger number of houses and any other pedestrian-generating land uses, then confirming that no sight distance or other safety issues preclude a crosswalk. At T intersections south of Ridge Drive, median refuges could be provided to improve safety and ease of crossing for pedestrians. The following locations should be considered for possible marked crosswalks:

- Healey Boulevard serves a significant amount of housing and other land uses; a median refuge could be installed on the south side of the intersection, although this might make left turn movements from Healey Boulevard to Canyon Crest Road more difficult.
- A marked crosswalk was formerly located at Carlisle Avenue, but it was removed due to concerns about sight distance and vehicle speeds. A marked crosswalk just south of Carlisle Avenue would serve people that use the trail network in Beck's Hill Park, as well as residents of Carlisle Avenue and Pheasant Ridge Drive. The hill crest in this area limits sight distance, but sight distance is better at Carlisle Avenue than it is at Pheasant Ridge Drive. A median refuge could be installed at this crosswalk, which would mitigate the potential sight distance concerns. RRFBs could also mitigate

the sight distance concerns and could be mounted higher than the minimum mounting height to ensure continuous visibility of the beacons for approaching motorists. A sight distance study should be conducted prior to marking this crosswalk, to measure the actual physical sight distance between motorists and pedestrians.

- Paradise Cove Lane may also be a good location for a crosswalk. Paradise Lane provides pedestrian access to Petersen Park and the church likely generates additional pedestrian traffic.



MANAGING MOTOR VEHICLE TRAFFIC

INTERSECTION IMPROVEMENTS

CANYON CREST ROAD AT RIDGE DRIVE

Based on field observations and discussions with City staff and residents, this T-intersection represents one of the more challenging traffic concerns in Alpine. At times, the left-turn movement from Ridge Drive to Canyon Crest Road is challenging to make, resulting in delays and queued traffic. In addition, as mentioned above, the sight lines are limited for pedestrians crossing from the west side of Canyon Crest Road.

In the short term, there are two possible recommendations for this intersection:

Option 1 is to provide a left turn merge lane on Canyon Crest Road for vehicles turning left from Ridge Drive, creating a "high-T" intersection, which allows drivers to make the left turn in two stages, yielding first to northbound vehicles on Canyon Crest Road, then yielding separately to southbound vehicles before merging. While drivers can currently use the two-way left-turn lane for this purpose, many drivers are waiting for gaps in both directions of travel before starting their turns. Marking channelizing lines through the intersection will encourage more drivers to use the turn lane, reducing delay. Flexible delineators or plastic curbs with delineators can be added to the channelizing lines to further encourage this movement. The image below shows this option, along with restriping the lanes on Canyon Crest Road to 11' lane widths and marking bicycle lanes on Canyon Crest Road.



Proposed high-T design at Canyon Crest Road and Ridge Drive with left-turn merge lane and restriping

Option 2 is to convert the intersection to an all-way stop. The poor sight lines for pedestrian crossings would be one of the primary reasons to make this conversion. Traffic counts should first be conducted to see if the intersection meets all-way stop warrants; even if the traffic volumes don't warrant an all-way stop, the sight distance concerns may make this a reasonable option. The drawing below shows an all-way stop with narrowed lanes and marked bicycle lanes on Canyon Crest Road.

Long term, a roundabout should be considered for this intersection. From the Transportation Master Plan, the estimated average daily traffic at this intersection was 11,800 in 2023, with 12,600 estimated in 2030; these volumes would easily be managed by a roundabout, eliminating nearly all delay for Ridge Drive. A roundabout would improve safety for all users, mitigating the safety concerns caused by the roadway curvature and pedestrian sight distance concerns. Given that the City has purchased the property on the northeast corner of the intersection, one option is to build a full-size roundabout by utilizing that parcel. A roundabout with an inscribed circle diameter of 130' is shown below. A roundabout of this size fits well in the recently purchased lot, and the the approach roadways are well-aligned for a roundabout centered as shown. However, with its large footprint, a roundabout of this size would have a relatively high cost. It would also be possible to install a mini-roundabout within the existing intersection footprint at a much lower cost, with an inscribed circle diameter of approximately 70'. This is relatively small for a mini-roundabout, so there would be concerns about turning movements by large vehicles, and other geometric challenges; for example, it may be difficult to achieve the desired speed control at the roundabout. However, at approximately 13,000 vehicles per day, a mini-roundabout would have excellent traffic operations. If the City decides to pursue a roundabout at this location in the future, a design with an inscribed circle diameter of 105' to 110' should be evaluated as a means to balance cost, usability by large vehicles, safety, and traffic operations.



All-way stop intersection

CANYON CREST ROAD AT HEALEY BOULEVARD

The Healey Boulevard intersection carries more vehicular traffic than the Ridge Drive intersection; the estimated average daily traffic at this intersection was 15,400 in 2023, with 16,000 estimated in 2030. Similar to the Ridge Drive intersection, drivers can currently use the two-way left-turn lane to make left turns from Healey Boulevard to Canyon Crest Road in two stages. In the short term, marking a dedicated left turn merge lane to create a high-T intersection here would similarly encourage two-stage turns and reduce delay. However, a high-T intersection would eliminate the possibility of adding a median refuge for pedestrians at this intersection, as discussed above.

Long term, this intersection is another candidate for a mini-roundabout. A full-size roundabout with a non-mountable central island is not feasible without taking significant property. A mini-roundabout with

an inscribed circle diameter of 60 to 65' would be possible within the existing footprint of the intersection. At this size, it would be difficult to achieve speed control for southbound vehicles and turn movements by trucks would sweep across most of the roundabout. As an alternative, property could be obtained from the existing residential parcels on the northeast and southeast corners of the intersections. If the amount of property outside of the existing wall on the property on the southeast corner ("corner clips") were taken from both parcels, a mini-roundabout with an inscribed circle diameter of approximately 90' would be feasible. At this size, speed control would be more achievable, trucks would be able to turn more easily, and roundabout operations would be improved.



Proposed roundabout at Canyon Crest Road and Ridge Drive

SPEED MANAGEMENT

The current posted speed limit on Canyon Crest Road within Alpine is 35 miles per hour. There are several locations with limited sight distance on Canyon Crest Road, including pedestrian crossing sight distance at Ridge Drive as described earlier, as well as intersection and pedestrian crossing sight distance at several intersections due to a hill crest between Carlisle Avenue and Pyrenees Drive. Slower speeds result in reduced sight distance needed for safe turning movements and street crossings. If motorists travel slower, the required sight distance is shorter and safety is improved for all users, reducing both crash likelihood and crash severity, especially for vulnerable users such as pedestrians and bicyclists. Given regular use by pedestrians and bicyclists, a target speed of 30 miles per hour is recommended for Canyon Crest Road. However, lowering the speed is unlikely to have a measurable effect on how fast people drive on Canyon Crest Road, without also managing speeds through physical measures.

Travel lanes 11 feet wide encourage slower speeds while providing sufficient space for occasional large vehicles. However, narrow lanes created only by paint are only partially effective.

Roundabouts at the intersections of Canyon Crest Road with Ridge Drive and Healey Boulevard, as discussed above under intersection improvements, would be the most effective speed management tool for Canyon Crest Road. By design, roundabouts restrict speeds to approximately 15 to 20 miles per hour.

Raised medians are recommended on Canyon Crest Road south of Ridge Drive, within the existing center turn lane, at locations where there are no turning movements that need to use the turn lane. Ideally, these raised medians would be constructed in concrete, with landscape or hardscape features to make them more visible and improve speed reduction. However, temporary features like plastic curbs or flexible delineators could be used in the short term at less cost. As discussed above under pedestrian features, raised medians could be used at potential marked crosswalk locations to both reduce travel speeds and provide pedestrian refuge. The following are possible locations for raised medians on Canyon Crest Road:

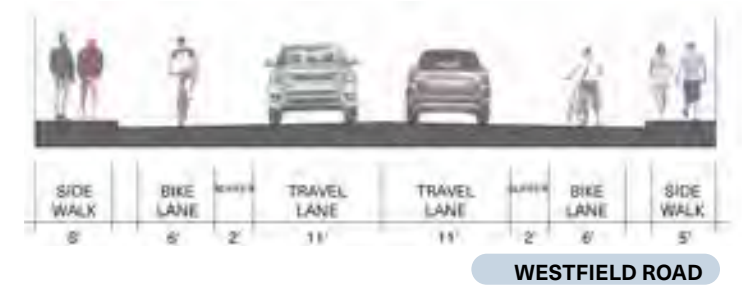
- North of Sierra Avenue, for about 100' to the nearest driveway.
- At the south side of the intersection with Carlisle Avenue, serving as a pedestrian refuge and continuing south approximately 250'.
- North of Pyrenees Drive, for about 100' to the nearest remaining driveway.
- South of Healey Boulevard; this median could serve as a pedestrian refuge, but this would need to be weighed against the installation of a designated merge lane for left-turn movements from Healey Boulevard. Alternatively, there would be room for a short section of raised median midblock between Healey Boulevard and Allegheny Way.
- From the south city limit to a point approximately 100' north, south of the left-turn lane for Allegheny Way. This location could serve as a gateway to Alpine.

4. WESTFIELD ROAD AND 200 NORTH

Westfield Road is a two-lane undivided collector street with paved shoulders. Parking is not currently prohibited but will be prohibited when bikes are added on Westfield Road, but there are typically no parked vehicles. The curb-to-curb width of Westfield Road varies from 38' to 40', with travel lanes 11' wide. Approximately one mile from the city limit, Westfield Road intersects 200 North, which extends this Gateway Corridor to Main Street. 200 North has a curb-to-curb width of 38', with lane widths 11' to 12' wide. Vehicles are regularly parked on the shoulders of 200 North, especially on the south side. This is the least-used Gateway Corridor in Alpine, with daily traffic volumes of 4,700 on Westfield Road and 5,400 on 200 North, according to the Transportation Master Plan (2023). There is an existing all-way stop at the intersection of Westfield Road, 200 North, and 400 West.

BICYCLE FACILITIES

The Alpine and Highland Active Transportation Plan recommends an off-street shared use path on Westfield Road and on-street bicycle lanes on 200 North. There appears to be enough street right-of-way to construct a shared use path on Westfield Road, especially on the northwest side of the street. However, Westfield Road could easily be restriped with buffered bike lanes, while focusing funds for shared use paths at other locations, for example the proposed Power Line Trail and along Canyon Crest Road, Alpine Highway, and Main Street. Buffered bike lanes are recommended for Westfield Road, with travel lanes 11' wide, bicycle lanes six feet wide, and painted buffers two to three feet wide. Delineators or other separators could be used to increase comfort for cyclists, provided that maintenance equipment is available to sweep the bicycle lane if physically separated.



On 200 North, traditional marked bicycle lanes are recommended, while retaining parking on the south side of the street.

PEDESTRIAN FEATURES

The existing sidewalks on Westfield Road and 200 North provide adequate space for walking; in some locations there is a planting strip between the roadway and the sidewalks, improving comfort for pedestrians and making it easier to comply with the Americans with Disabilities Act. Like other streets, many of the curb ramps along Westfield Road and 200 North are not compliant. Where there is a planter strip, driveway approaches on Westfield Road appear to be ADA-compliant, but where there is no planter strip, Westfield Road driveways are mostly non-compliant. On 200 North, most driveways appear to be ADA-compliant, both at locations with and without planter strips.

Along Westfield Road, there are existing uncontrolled marked crosswalks at Ranch Drive and Sycamore Lane as well as marked crosswalks across all four legs of the four-way stop at the intersection of Westfield Road and 200 North. There are no marked crosswalks across 200 North between Westfield Road and Main Street. A marked crosswalk is recommended across Westfield Road at Dally Drive, improving the network of crossing opportunities. A marked crosswalk is recommended across 200 North at the west side of its intersection with 100 West; this crosswalk would improve pedestrian access between neighborhoods north of 200 North and Burgess Park, Timberline Middle School, and Westfield Elementary School.

The crosswalk at Sycamore Lane is the primary crosswalk serving Timberline Middle School, so it is already equipped with rectangular rapid flashing beacons (RRFBs). The crosswalk at Ranch Drive is good future candidate for RRFBs, given its proximity to Westfield Elementary School and as a crossing for the Power Line Trail. Given the relatively low vehicular volumes on Westfield Road and 200 North, high-visibility markings with appropriate warning signs are sufficient for the proposed uncontrolled crosswalks at Dally Drive and 100 West. As traffic volumes continue to increase within Alpine, these crosswalks should be monitored to determine whether rectangular rapid flashing beacons should be implemented.

MANAGING MOTOR VEHICLE TRAFFIC

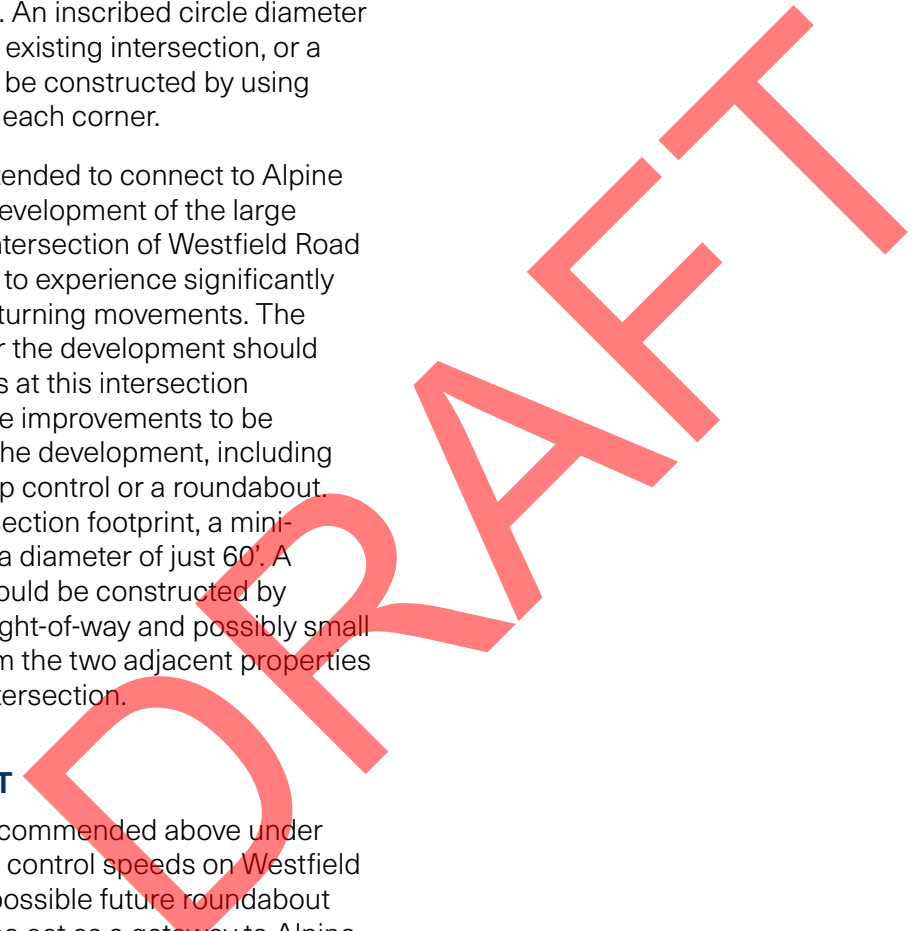
INTERSECTION IMPROVEMENTS

In the short term, no intersection improvements are recommended for Westfield Road or 200 North. However, as Alpine continues to grow, some intersections should be monitored for possible improvements. First, the intersection of Westfield Road and 200 North could be converted to a mini-roundabout in the future. An inscribed circle diameter of 70' could fit within the existing intersection, or a larger roundabout could be constructed by using property corner clips on each corner.

When Ranch Drive is extended to connect to Alpine Highway as part of the development of the large agricultural parcel, the intersection of Westfield Road and Ranch Drive is likely to experience significantly more traffic volume and turning movements. The traffic impact analysis for the development should analyze future conditions at this intersection and recommend possible improvements to be implemented as part of the development, including installation of all-way stop control or a roundabout. Within the existing intersection footprint, a mini-roundabout would have a diameter of just 60'. A traditional roundabout could be constructed by utilizing the power line right-of-way and possibly small amounts of property from the two adjacent properties west and south of the intersection.

SPEED MANAGEMENT

The lane widths of 11' recommended above under bicycle facilities will help control speeds on Westfield Road and 200 North. A possible future roundabout at Ranch Drive would also act as a gateway to Alpine and set the tone for speeds along Westfield Road in the City of Alpine.



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Aerial view of Alpine City looking toward S Main Street

ALPINE CITY HISTORIC MAIN STREET DESIGN GUIDELINES

ABOUT THE DESIGN GUIDELINES UPDATE

The following Design Guidelines replace the existing Gateway Historic Design Standards and direct the development of properties to ensure that new projects result in high quality public realm and architectural character that is aligned with the vision of Alpine's City Main Street.

The updated Design Guidelines build upon the existing standards while expanding their content to reflect a more comprehensive urban design vision for the Gateway Historic District. Much of what defines Alpine's character remains central, including the preservation of historic building forms, materials, and architectural features, as well as a continued emphasis on creating a pedestrian-friendly environment. These long-standing priorities are a key component of the updated Guidelines that provide a framework for developers and property owners on expected character and ensure that new development remains compatible with Alpine's historic context while supporting a walkable, human-scaled public realm.

These Guidelines are also framed by the Main Street and Gateway Corridors Small Area Plan that moves beyond a purely preservation-based approach to embrace a broader, multi modal and mixed-use urban design structure that can better shape future growth. The revised Guidelines introduce clear dimensional standards, including setbacks, articulation intervals, build-to lines, and parking placement requirements, to provide clearer direction and greater consistency in how development supports the community's vision.

DEFINE ALPINE'S CITY CHARACTER

Defining the character of Main Street Alpine City by developing Design Guidelines will provide future development with form based measures that are easily understood and graphically communicated. The following Design Guidelines are intended to provide clear standards that encourage new buildings to sensitively respond to their context, local aesthetics, and existing patterns of development, while promoting consistency, structure, and character that is unique to Alpine's City Main Street area.

DESIGN GUIDELINES ARE TOOLS

Design Guidelines are tools used to ensure that development meets the intended vision for Alpine City Main Street, and that new buildings meet the performance metric of a successful town core environment. They provide clear standards for

creating strong neighborhoods, setting expectations for the quality and character of the public realm and the way in which buildings interface with it. Perhaps most importantly, Design Guidelines are a way of protecting investment and the desired character of a community.

DESIRED OUTCOMES

Design Guidelines are recommended for Alpine City Main Street for a number of reasons. When properly followed and administered, they can preserve and enhance the qualities that make the town center a beloved place in the eyes of Alpine residents and a desirable destination for visitors. They can enhance property values and improve the quality of new development, and Guidelines can protect the Alpine Historic Main Street area from development that is incompatible with the goals of this Plan. These Design Guidelines encourage limited increased density when compared to surrounding residential areas of the city in the town center and are aligned with the vision for limited growth established by the Master Plan. They strive to take the qualities of the best historic buildings as a point of reference for future development. They encourage building design and massing that reflect and enhance the qualities of the built environment to which Alpine residents feel deeply connected.

HOW TO USE THESE GUIDELINES

The Design Guidelines are based on an overlay of two character areas that serve to complement the current zoning. These districts describe the character and use of different areas of downtown based on current use or function, desired type of new or redevelopment, and the way in which the scale of downtown transitions to adjacent neighborhoods. Associated illustrations are provided below to describe the character, density, and development type for each district. The Guidelines are organized in a simple matrix format that allows landowners and developers to easily discern what requirements and characteristics are associated with the particular character areas that their property occupies.

Disclaimer: Building forms shown in the following pages are not characteristic of allowed building forms. They are used simply to illustrate the features being specified in the drawing.



DESIGN GUIDELINES MATRIX

DISTRICTS			
		MAIN STREET CIVIC AND MIXED USE	TOWN CENTER
DESIGN GUIDELINES SECTIONS	BUILD FORM AND MASSING		
	Horizontal Setback - Front	20' min / 35' max If adjacent structures have a smaller setback, try to match North of 200 N: 25'-30' min	15' min. / 20' max. (build-to-line) 30' max for residential uses
	Horizontal Setback - Side	10' min Corner side yards: 20' min	6'-8' min. If same ownership min. 0' Corner side yards: 20' min
	Building Length	Max. 60' for individual buildings at front lot line	Max. 80' for individual buildings at front lot line
	Building Articulation	Required. Maximum length of blank wall: 20' Provide variation in building articulation a minimum of every 20'	Required. Maximum length of blank wall: 15'-20' on street side Provide variation in building articulation a minimum of every 30'
	Activated Ground Floor	Allowable ground floor uses: cultural, professional and personal services, office, residential, retail and restaurants	Allowable ground floor uses: retail, restaurants, cultural, civic, office. Residential: max 40% at front lot line
Building Entries	Ground floor entries at max. every 40' on retail/ commercial frontages	Ground floor entries at max. every 30' on retail/ commercial frontages	

MAIN STREET MIXED USE FRONT AND SIDE SETBACK

The Horizontal Setback for the Front in Main Street's Civic and Mixed Use district ranges from 20 to 35', adjusted to match smaller adjacent setbacks, with a minimum of 25 to 30' north of 200 N. Side setbacks require a minimum of 10', and corner side yards have a 20-foot minimum.

These setback requirements are part of the broader built form and massing standards intended to create a cohesive streetscape that aligns with surrounding development patterns and ensures appropriate spacing between buildings for both aesthetic and functional urban design.

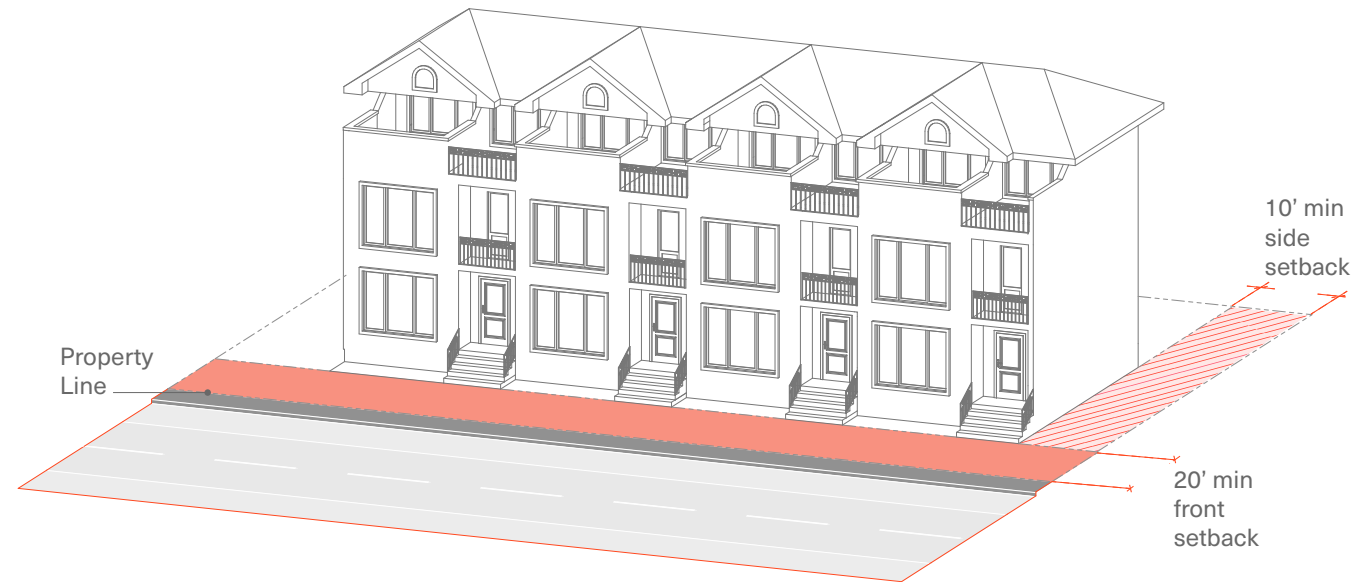
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WHAT REMAINS THE SAME

- Respect for adjacent building scale, massing, and orientation.
- Orientation towards the street.
- Avoid large uninterrupted building widths.

WHAT CHANGES

- Precise front and side setbacks by Character Area
- Building Length & Articulation requirements: Max building length at front lot line/ Required articulation
- Maximum distance between building entries



TOWN CENTER FRONT AND SIDE SETBACK

The Horizontal Front Setback in Town Center district ranges from 15' to 20', with a build-to-line approach allowing up to 30' for residential uses. Shared ownership can reduce the minimum front setback to zero; otherwise, it's six to eight feet. Side setbacks require at least 20' for corner side yards to ensure spacing.

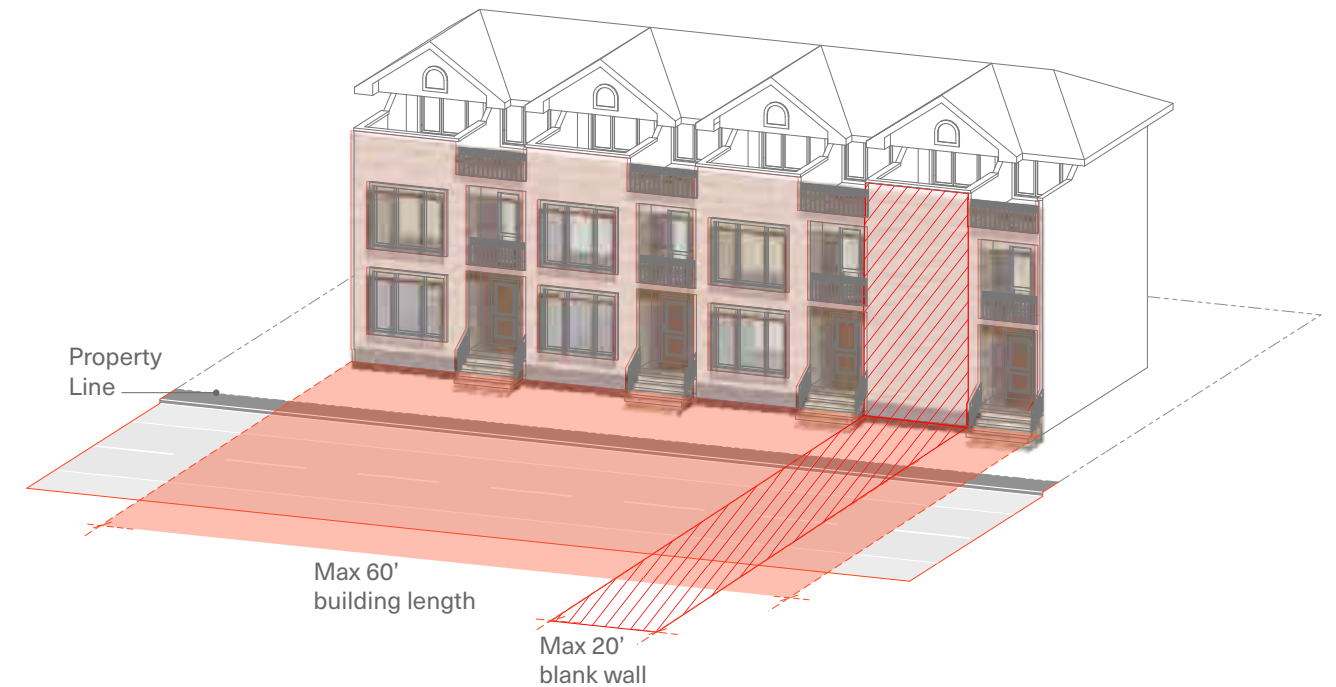
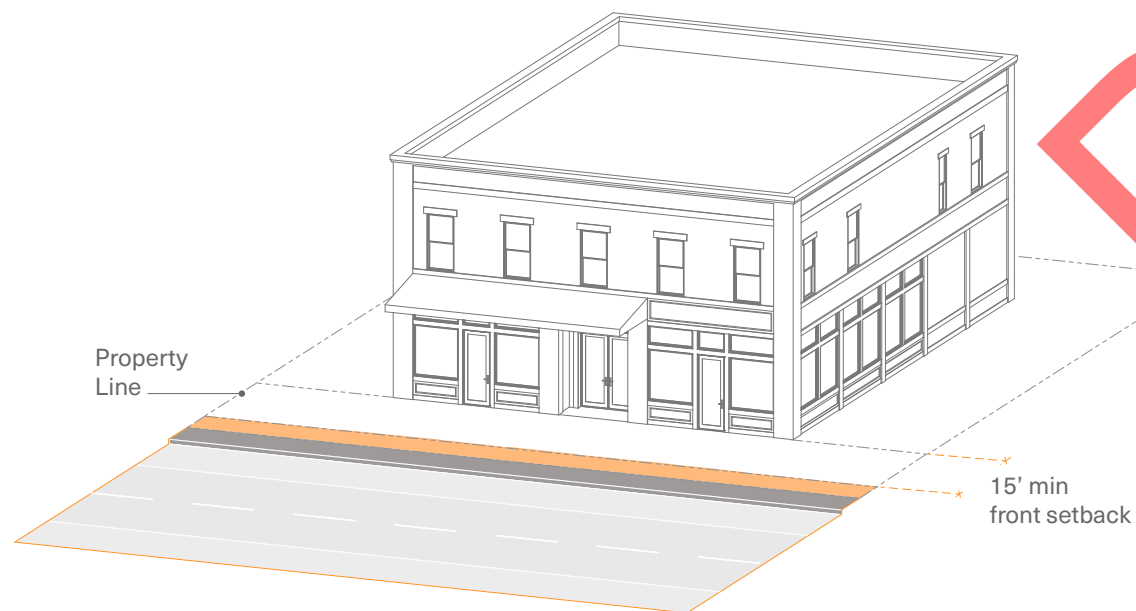
These standards support overall building form and massing, fostering a unified streetscape that respects adjacent development and provides appropriate separation for visual appeal and functional design. These guidelines also promote pedestrian-friendly environments and enhancing street-level interaction.

MAIN STREET MIXED USE BUILDING LENGTH AND ARTICULATION

The maximum building length at the front lot line in Main Street's Civic and Mixed Use district is limited to 60' for individual buildings. In addition, building articulation is required to ensure that no blank wall exceeds 20' in length, with variations in building articulation provided at a minimum every 20'.

These guidelines create a cohesive streetscape with proper rhythm and scale, enhancing pedestrian comfort and promoting a vibrant, human-scale public realm. They foster social interaction and community vitality by creating accessible, attractive, engaging public spaces that support a strong sense of place.

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TOWN CENTER BUILDING LENGTH AND ARTICULATION

The maximum building length at the front lot line in the designated area is limited to 80' for each building. Building articulation is mandatory, with no blank wall exceeding 15 to 20' along the street-facing side. Additionally, variations in articulation must appear at least every 30'.

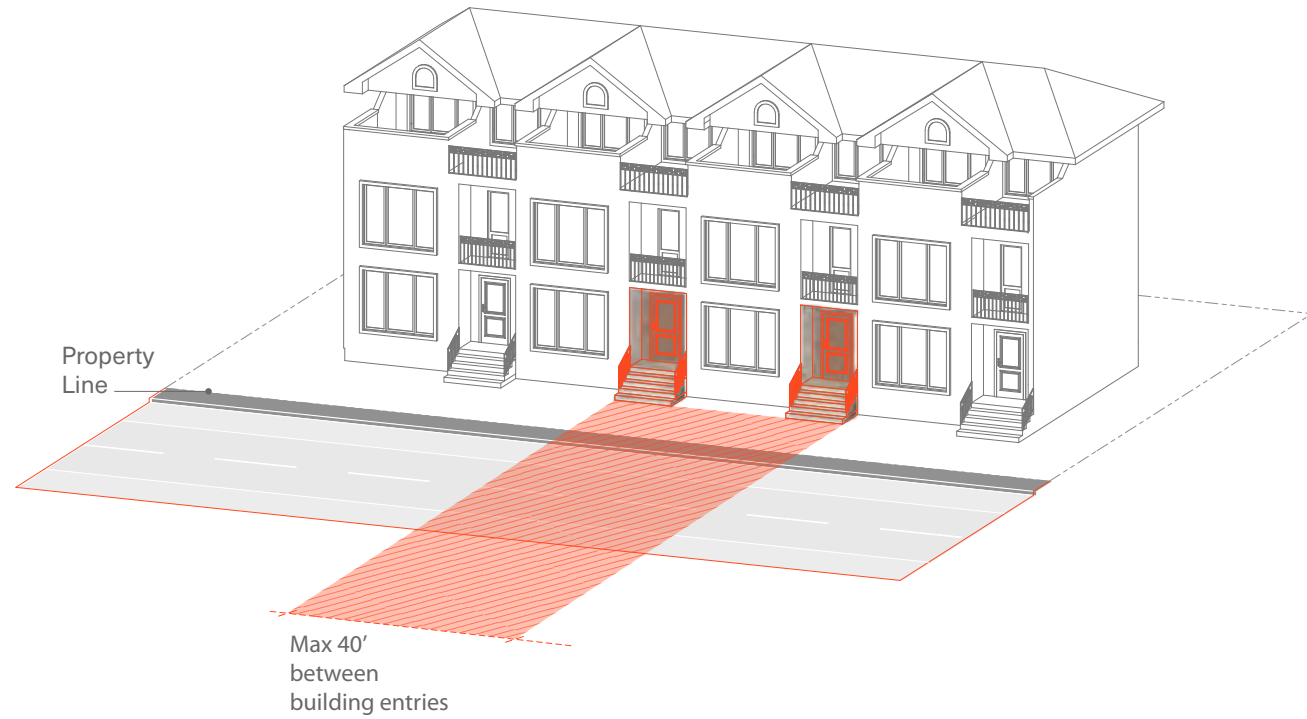
These standards establish a harmonious streetscape rhythm and scale, improving pedestrian comfort and contributing to a lively, human-scaled public environment. This approach encourages social engagement and strengthens community identity by creating inviting, accessible, and dynamic public spaces.

MAIN STREET MIXED USE BUILDING ENTRIES

Ground floor entries must be provided at intervals no greater than every 40' along all retail and commercial frontages.

This spacing ensures active pedestrian engagement, encourages interaction between buildings and the street, and promotes a vibrant streetscape. Consistent and frequent access points support accessibility and create a welcoming environment that enhances the urban experience. Such entry placement fosters social interaction, increases business visibility, and contributes to a dynamic public realm benefiting pedestrians and the surrounding community.

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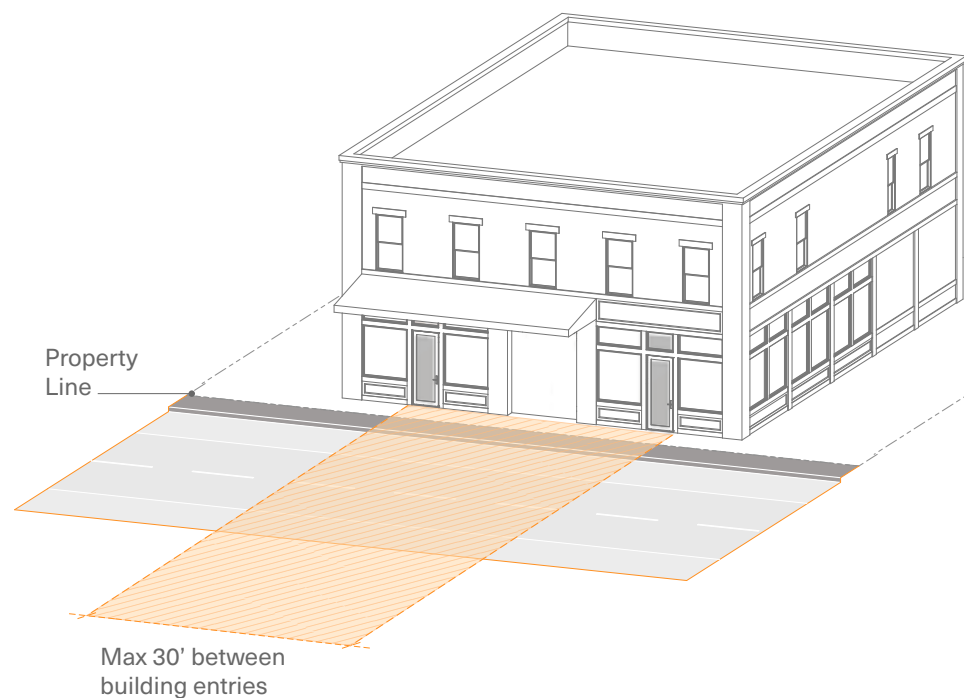


DESIGN GUIDELINES MATRIX

TOWN CENTER BUILDING ENTRIES

Ground floor entries shall be provided at intervals not exceeding 30' along all retail and commercial frontages.

This spacing is intended to promote active pedestrian engagement, enhance the connection between buildings and the street, and cultivate a vibrant, pedestrian-friendly streetscape characteristic of a thriving town center. Well-positioned entries foster social interaction, boost business visibility, and contribute to a dynamic public realm that supports a lively community and encourages walking, gathering, and commerce throughout the town center.



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DISTRICTS			
		MAIN STREET CIVIC AND MIXED USE	TOWN CENTER
HEIGHT			
Maximum Height		34' - 3 stories Min. 6' step back after 2nd story	34' - 3 stories Min. 6' step back after 2nd story
EXTERIOR WALLS AND SURFACES (INCLUDES MATERIALS)			
Primary Materials		Wood, masonry, brick, stone	Wood, masonry, brick, stone, glass for storefronts
Secondary Materials		Glass, architectural concrete	Glass, metal panels, architectural concrete
Prohibited Materials		NA	Stucco, EIFS, siding
Glazing (Reflective Glass)		Ground floor: none allowed Upper floors: none allowed	Ground floor: none allowed Non-reflective glass storefronts encouraged Upper floors: 25% max
Mechanical Equipment Requirements (Screening)		Required. Mechanical equipment to be placed on roof tops, side, or back of buildings	
WINDOWS AND DOORS			
Ground Floor Transparency		Minimum 40% for non-residential	Minimum 60% for non-residential
Fenestration		Punched window openings required Arched windows allowed	Match cadence and height of fenestration with adjacent buildings
Balconies		Recessed balconies allowed on front or side. Projecting balconies allowed on rear. Balconies may not extent into the ROW. Minimum depth of 5' and width of 6' required for balconies	

WHAT REMAINS THE SAME

- New construction should respect surrounding historic building heights
- Same primary materials encouraged

WHAT CHANGES

- Height tied to Character Areas as part of build-form expectations
- Primary and secondary materials introduced/ fenestration requirements

MAIN STREET MIXED USE BUILDING HEIGHT

Buildings along retail and commercial frontages have a maximum height of 34' (3 stories). A minimum 6-foot step-back is required after the second story to reduce visual bulk and maintain a human-scale streetscape.

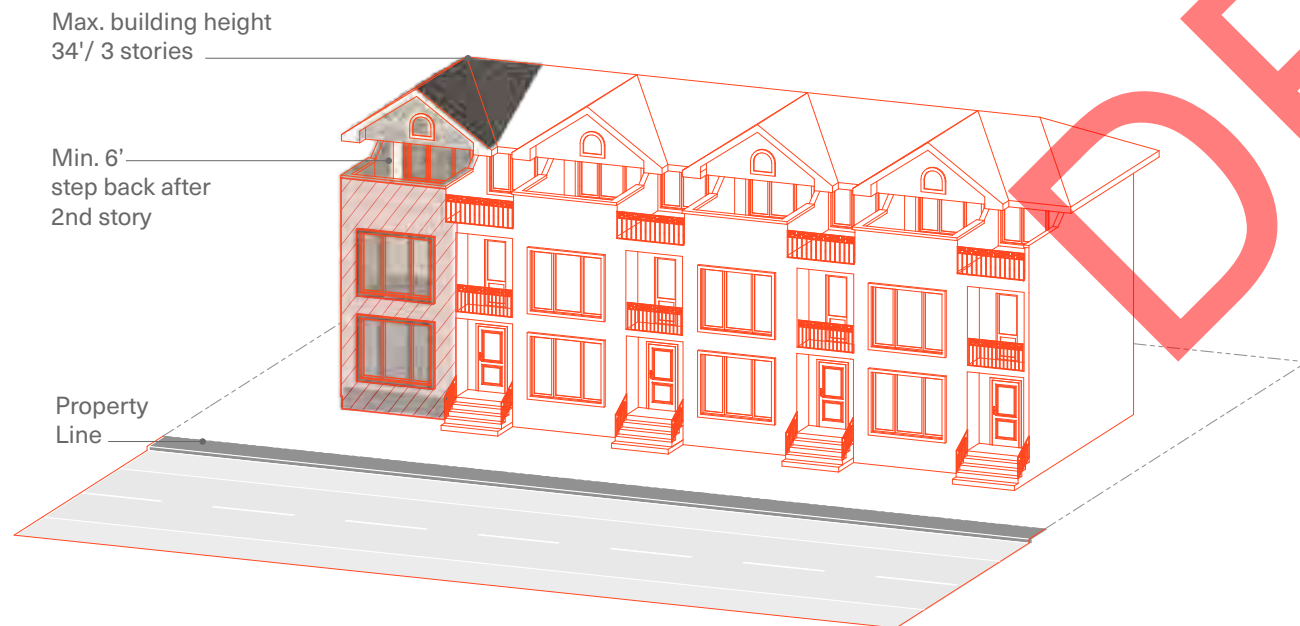
These height and step-back standards improve sunlight and air circulation at street level, creating a more comfortable and inviting urban environment. Together, they contribute to a balanced streetscape that supports both functional and aesthetic urban design goals, enhancing the overall pedestrian experience and neighborhood character.

TOWN CENTER BUILDING HEIGHT

Buildings along retail and commercial frontages in the Town Center district are restricted to a maximum height of 34' (3 stories). This reduces visual bulk and maintain a human-scale streetscape.

These height and step-back requirements ensure ample sunlight reaches the street level while promoting natural airflow, resulting in a comfortable and welcoming atmosphere for pedestrians. This design strategy cultivates a cohesive streetscape that carefully balances practical functionality with visual appeal, enriching the pedestrian experience and strengthening the unique character of the district.

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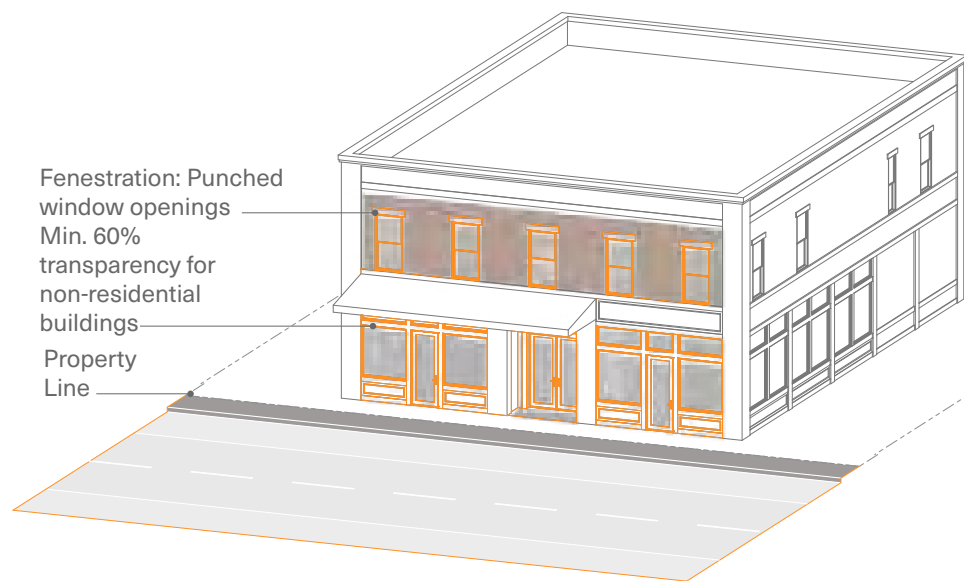


DESIGN GUIDELINES MATRIX

TOWN CENTER GROUND FLOOR TRANSPARENCY AND FENESTRATION

The Town Center district design prioritizes ground floor transparency of at least 60% for non-residential spaces to foster visual connections and active street engagement. Windows and openings align with the rhythm, height, and proportions of adjacent buildings, ensuring architectural harmony.

This strategy creates a cohesive urban fabric, enhances the pedestrian experience, and supports vibrant commercial activity, demonstrating a balance between transparency and aesthetic integration in the district.



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DISTRICTS			
		MAIN STREET CIVIC AND MIXED USE	TOWN CENTER
ROOFING			
	Roof Types	Gabled roof forms	Gabled roofs encouraged for commercial and mixed-use buildings Flat roofs allowed only for commercial buildings. Cornice required for flat roofs
PUBLIC REALM STANDARDS			
	Sidewalks (* see street sections for dimensions)	Min. 6'/ When possible include a 4' planted buffer	Min. 6'/ When possible include a 4' planted buffer or amenity zone
	Trees	When possible include at max. 30' O.C.	Required at max. 30' O.C. for all land use types
	Landscaping	Turf grass not allowed	Turf grass not allowed
ACCESSORY DWELLING UNITS			
	ADU's	Allowed. Detached ADU's to be considered when aligning with MMH study and guidelines	Allowed. Detached ADU's to be considered when aligning with MMH study and guidelines
	Setbacks from Primary Structure	20' min	30' min
	Maximum ADU Height	14' - 1 story	24' - 2 stories
	Maximum Size	800 sf	800 sf Larger ADU's allowed as long as sf is less than 70% of principal dwelling unit
LARGE LOT STANDARDS (LARGER THAN 2 ACRES)			
	Required Development	For lots larger than acres (2) acres in size the entire site should be developed. However, if an applicant is not prepared to develop the entire site at one time, the buildings shall be clustered to one portion of the lot to ensure the street wall is maintained, and to leave a portion of the lot available for potential additional phases of development	
	Setbacks	10' min	15' min

WHAT REMAINS THE SAME

- Requirement for streetscape elements (planters, furniture, trees).
- Encouragement of gathering spaces

WHAT CHANGES

- Public Realm standards introduced with district specific requirements
- ADU standards/ Large Lot standards introduced

MAIN STREET MIXED USE ROOFING

In Main Street's Civic and Mixed Use district, buildings with gabled roofs greatly enhance the architectural character and pedestrian experience.

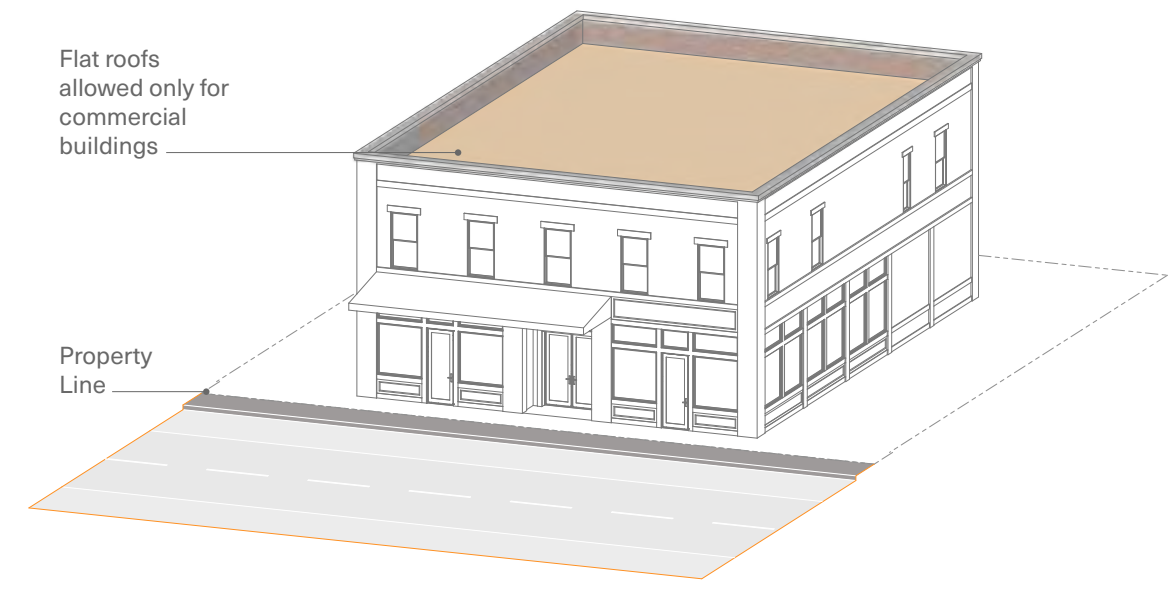
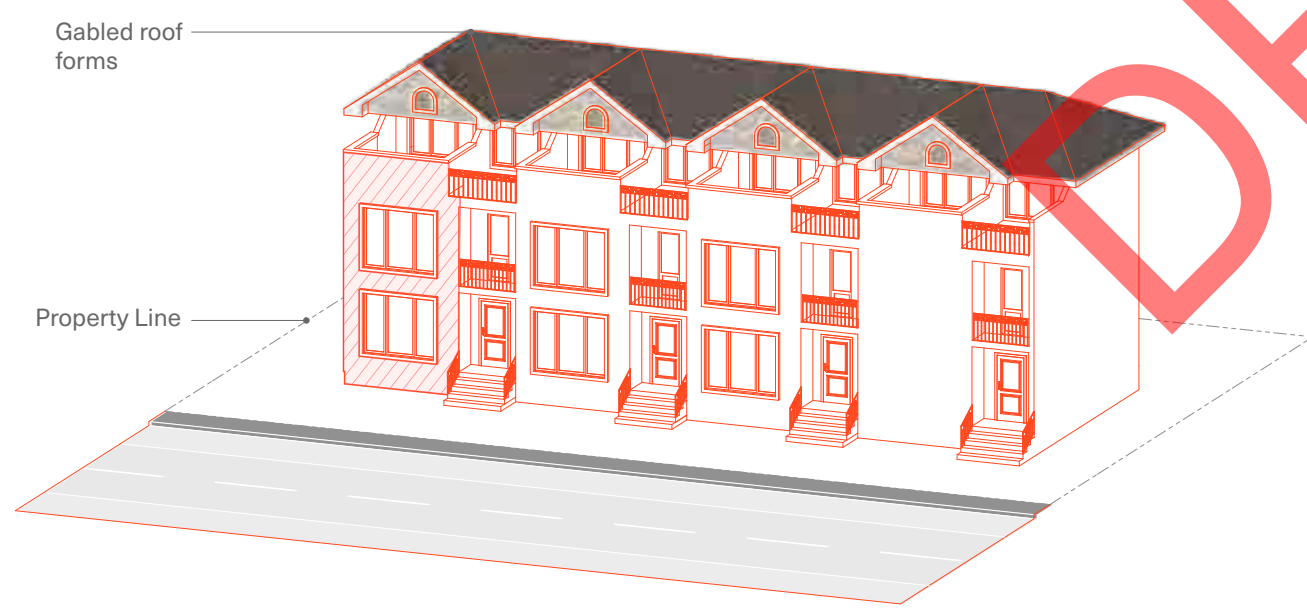
Their classic pitched forms create an engaging roofline that adds rhythm and variety to the streetscape. Gabled roofs establish a welcoming frontage that encourages pedestrian activity. They also provide flexible upper-level spaces often used for residential or office purposes above retail, supporting the mixed-use nature of the area. Overall, gable roofing fosters a balanced urban environment with visual interest, human scale, and functional diversity.

TOWN CENTER ROOFING

In the Town Center district, both gabled and flat roofs are allowed on commercial and mixed-use buildings for their significant contribution to the area's architectural character and pedestrian-friendly environment. Flat roofs can make commercial buildings easy to identify and allow for more floor heights and therefore flexible use.

The timeless pitched form of gabled roofs brings rhythm and visual interest to the streetscape, fostering an inviting and dynamic frontage that supports active pedestrian engagement. These roof styles also create adaptable upper-floor spaces, ideal for residential or office uses above ground-floor retail, reinforcing the district's mixed-use objectives.

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MAIN STREET MIXED USE SECONDARY DWELLING UNITS

In designated zones permitting Secondary Dwelling Units (ADUs), detached ADUs will be considered following alignment with the MMH study and established guidelines.

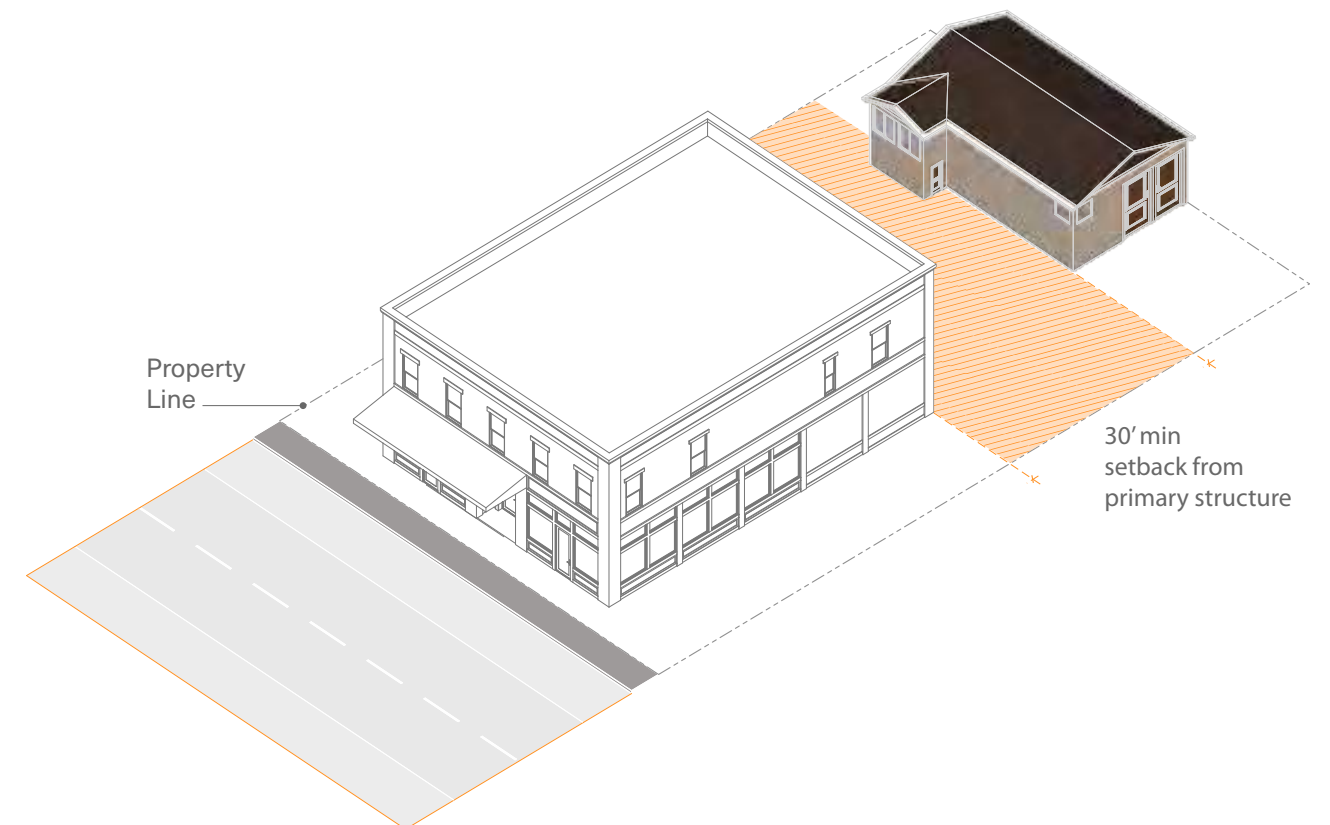
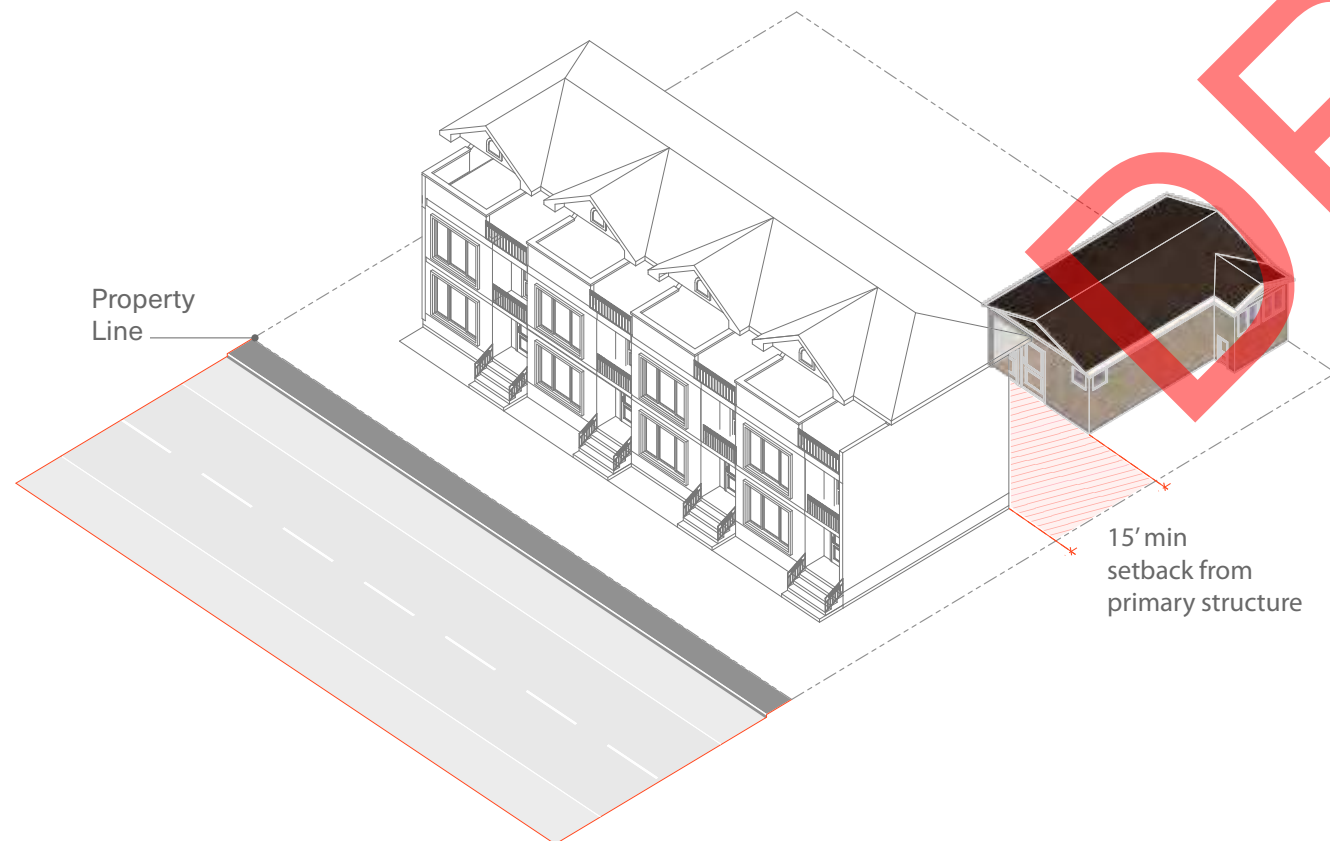
A minimum setback of 15' from the primary structure is required to ensure adequate separation, privacy, and safety. These provisions support diverse housing options while maintaining neighborhood character and community values effectively. Detached ADUs contribute to increased density and offer flexible, affordable, and sustainable living arrangements.

TOWN CENTER SECONDARY DWELLING UNITS

In designated zones permitting Secondary Dwelling Units (ADUs), detached ADUs will be considered following alignment with the MMH study and established guidelines.

A minimum setback of 30' from the primary structure is mandated to ensure adequate separation, privacy, and safety. These requirements promote a variety of housing options while maintaining the character and values of the town center community. Detached ADUs enable increased density without sacrificing open space, supporting flexible, affordable, and sustainable living solutions.

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DESIGN GUIDELINES MATRIX

MAIN STREET MIXED USE LARGE LOT STANDARDS

For lots larger than two acres, development standards require the entire site to be developed, but if not done all at once, buildings must be clustered in one area to maintain a consistent street wall and preserve space for future phases.

This clustering enhances urban design by ensuring a cohesive street front that improves pedestrian experience and visual continuity while allowing adaptability. For Main Street Mixed Use district large lots, a minimum 40% lot coverage ensures efficient land use without sacrificing flexibility, balancing walkability, growth potential, and a unified streetscape.



DISTRICTS		MAIN STREET CIVIC AND MIXED USE	TOWN CENTER
PARKING			
Location		Should be placed on the side or behind buildings No surface parking allowed at front lot line	Should be placed on the side or behind buildings. Max. 35% surface parking allowed at front lot line
Driveways		Maximum 15' wide on one side of lot	Maximum 24' wide on one side of lot
Setbacks and Screening		Follow existing code	Min. 15' planted buffer from adjacent sidewalk or street
SIGNAGE AND WAYFINDING			
Materials		Sign materials should be sturdy and generally match the materiality and character of the building. Wood is encouraged. Plastic, vinyl, and similar materials are prohibited Allowed	
Aesthetics		Signage is to be developed with a pedestrian focus; should be aesthetically pleasing; and support the overall character of Alpine City's Main Street district.	

WHAT REMAINS THE SAME

- New construction should respect surrounding historic building heights
- Same primary materials encouraged

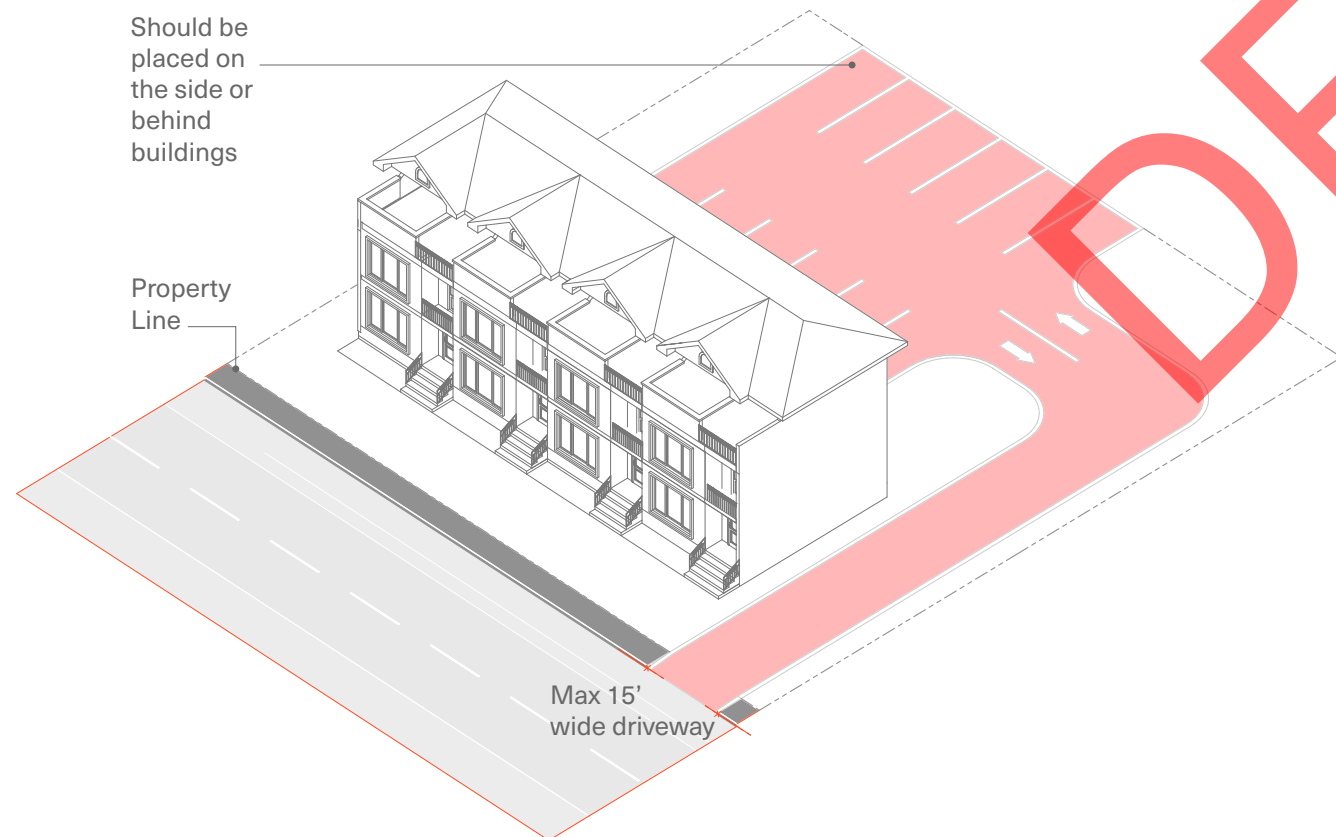
WHAT CHANGES

- Height tied to Character Areas as part of build-form expectations
- Primary and secondary materials introduced/ fenestration requirements

MAIN STREET MIXED USE PARKING

The parking approach for Main Street Civic and Mixed Use District emphasizes placing surface parking on building sides or rear, with no parking at the front lot line, and limiting driveways to 15' on one side. Setbacks and screening follow existing codes.

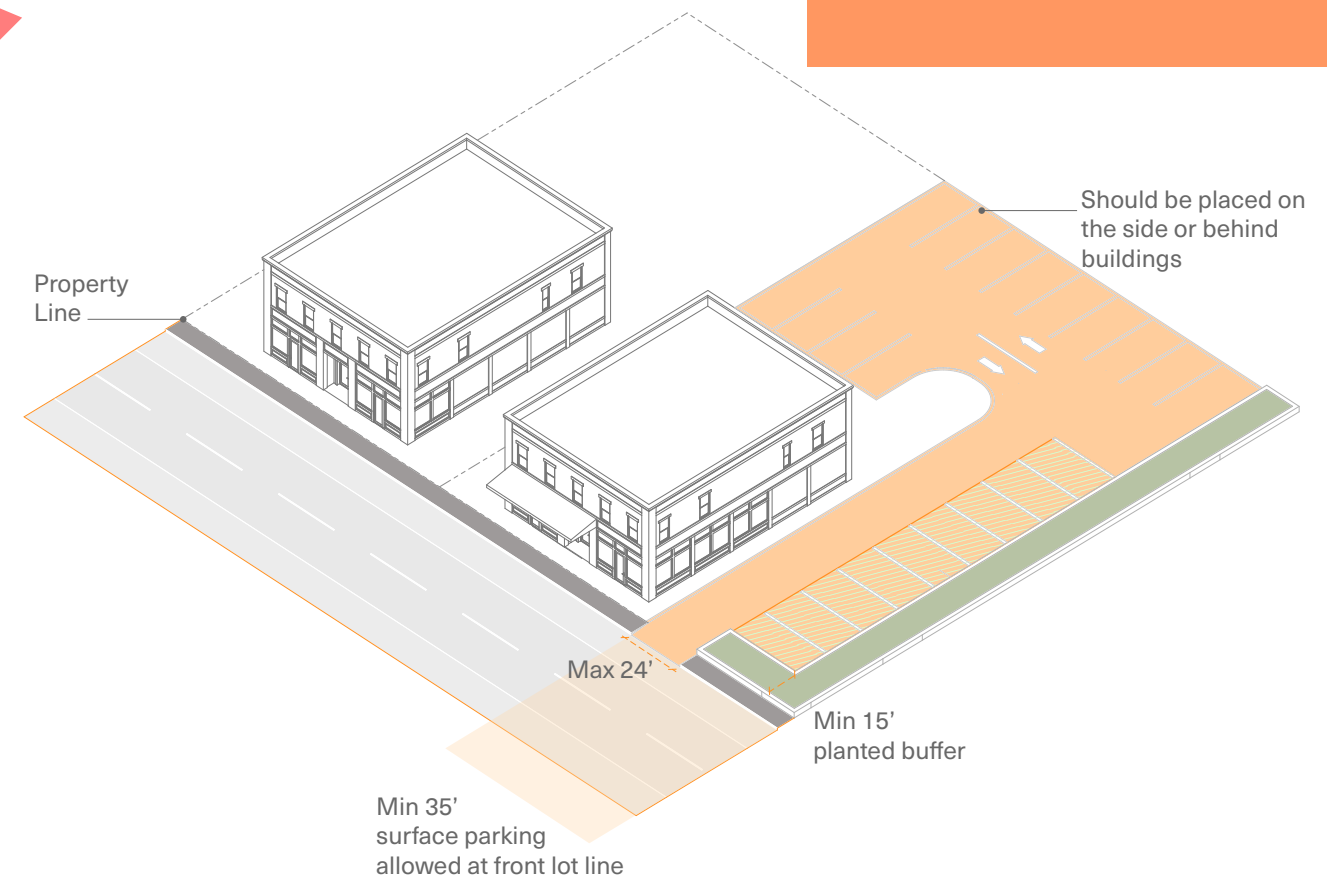
This enhances urban design by prioritizing pedestrian-friendly streetscapes, reducing visual clutter and pedestrian-vehicle conflicts. Avoiding front parking encourages active building frontages and safer, attractive urban environments, supporting sustainable, mixed-use development. This design promotes better access, aesthetics, and functionality in urban planning.



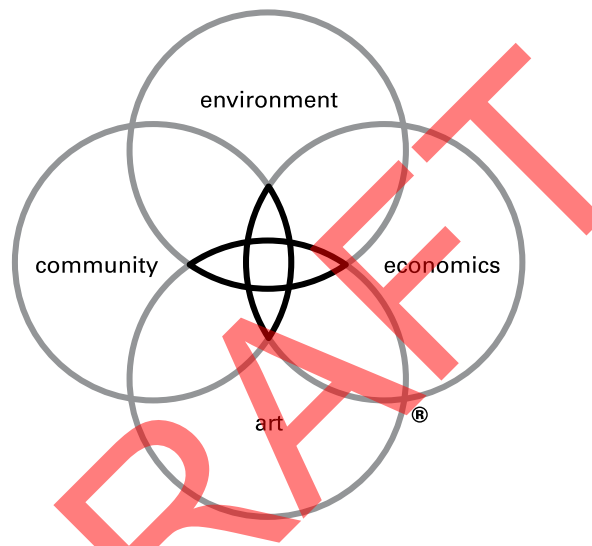
TOWN CENTER PARKING

The Town Center district parking approach locates surface parking to the side or rear of buildings, limiting front lot line parking to 35% or less. Driveways are restricted to 24' wide on one side. A minimum 15-foot planted buffer separates parking from sidewalks or streets, following setback and screening requirements.

This design reduces visual clutter and pedestrian-vehicle conflicts, enhances active building frontages, and creates safer, more attractive public spaces, fostering a vibrant, functional urban environment that encourages community interaction and improves overall streetscape quality.



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DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities. It is the foundation of the firm's workshop culture and guides all projects.

APPENDIX A - MARKET ANALYSIS MEMO

DRAFT

DESIGNWORKSHOP

Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

1390 Lawrence Street
Suite 100
Denver, Colorado 80204
303.623.5186
designworkshop.com

MEMORANDUM

To:

From: Design Workshop

Date: 11/01/2024

Project Name: Alpine City Main Street and Gateway Corridors

Project #: 8316

Subject: Alpine City Retail Analysis

Copy To:

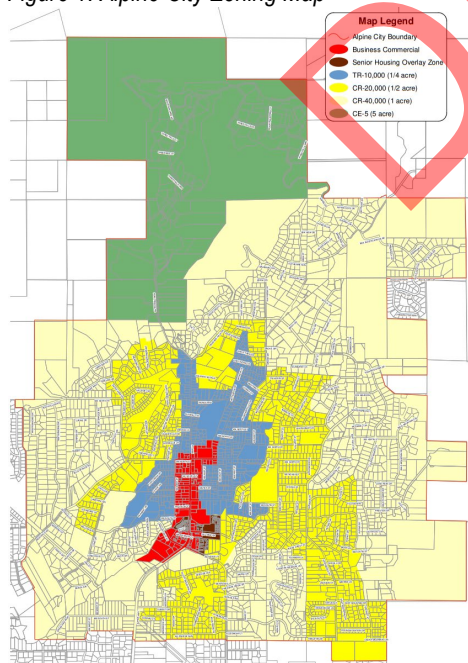
Introduction

Alpine, Utah is located in Utah County against the slopes of the Wasatch Mountain Range. It is located approximately 32 miles southeast of Salt Lake City, about a 35-minute drive via I-15, and is located about 20 miles north of Provo, providing easy access to both urban centers. The majority of the land within the city is zoned for residential use at varying densities ranging from ¼ acre lots to 5 acre lots. The Business Commercial District has a small footprint compared to the Residential District and only has 12 retail and restaurant businesses serving the Alpine population. Figure 1 displays Alpine City's zoning map.¹

Retail leakage occurs when residents of a community spend money outside their local area due to insufficient local retail options. In Alpine, Utah, the limited availability of business and commercial spaces has resulted in notable retail leakage. With few retail stores or service options available locally, residents often travel to nearby cities to fulfill their shopping needs. This not only means lost sales for potential local businesses but also impacts the local economy, as sales tax revenue that could circulate within the community flows outward instead.

The purpose of this study is to quantify the extent of Alpine's retail leakage by assessing the spending that is currently going elsewhere. This data will then guide recommendations for the amount and type of commercial space that could be supported by Alpine's population, aiming to recapture some of this spending. By analyzing the demographics of the city, the study will also identify potential retail tenants that could be successful in Alpine City. This approach seeks to address unmet local demand, improving the city's economic vitality and reducing the need for residents to shop outside the community.

Figure 1: Alpine City Zoning Map



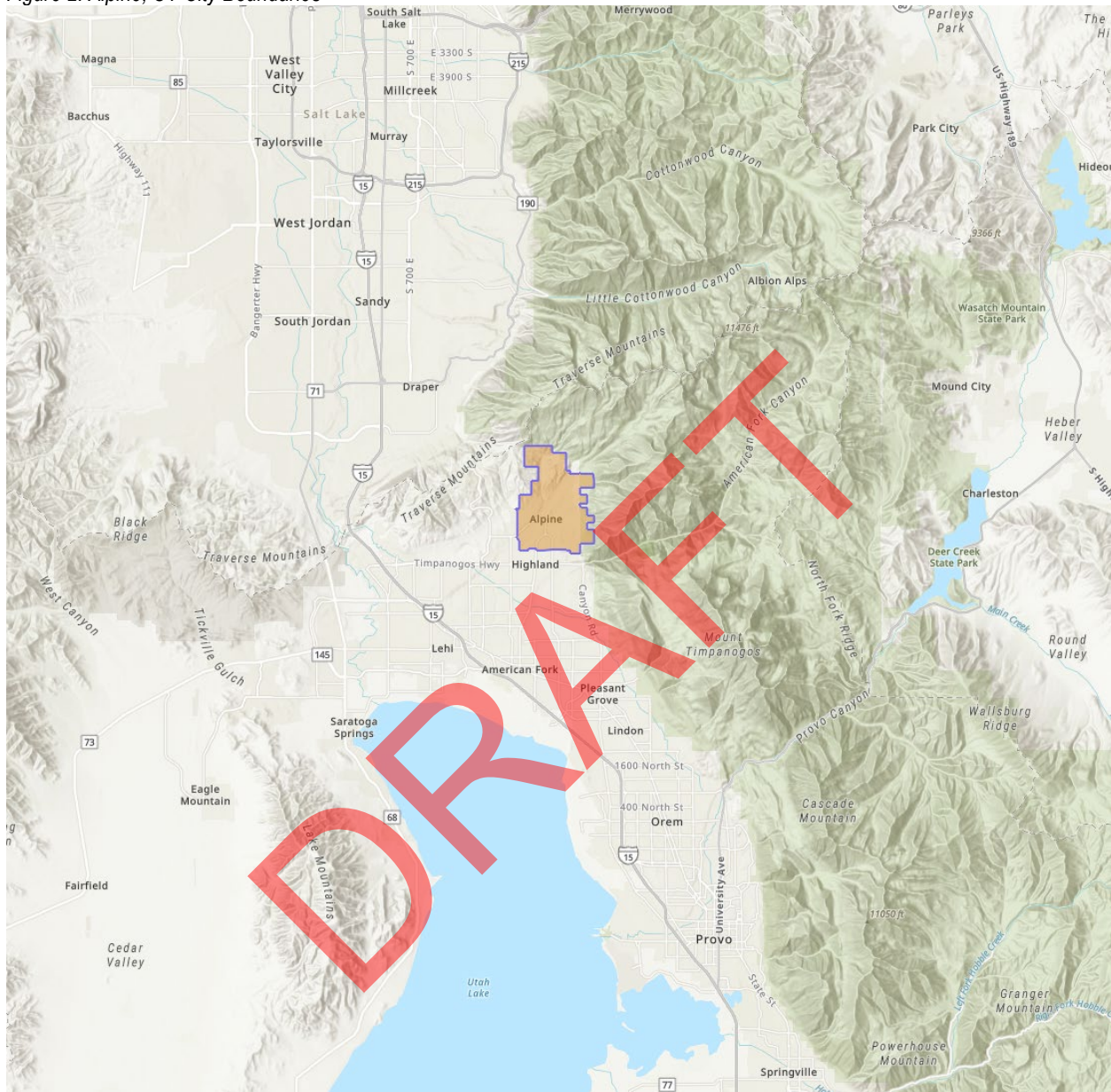
Source: Alpine Planning and Zoning Department

¹ [Zoning.mxd](#)

Identification of Study Area

For the purpose of this study, demographics, existing retail performance, and retail leakage calculations all utilized Alpine City boundaries to remain consistent with one another. Figure 2 outlines the study area.²

Figure 2: Alpine, UT City Boundaries



Source: ESRI Business Analyst

Demographics

The area's demographics provide essential insights into the characteristics and trends of the local population. Analyzing population trends can forecast future demand for services or products, guiding investment decisions. Income and employment data can assess the area's purchasing power, helping determine the products and services in line with residents' financial capabilities. The following sections outline the population, age, income, and race and ethnicity statistics in the selected study area.

² ESRI Business Analyst

Population³

Between 2010 and 2020, Alpine City's population grew modestly from 9,770 to 10,251, with a compound annual growth rate (CAGR) of 0.48%. This growth rate increased slightly in the following years, with a projected CAGR of 0.80% from 2020 to 2024, bringing the population to an estimated 10,604 by 2024. Looking ahead to 2029, the population is expected to reach 10,939, growing at a CAGR of 0.62% from 2024 to 2029. By 2040, population is projected to increase to approximately 10,952 and increase to 11,420 by 2050.

Table 1: Population Trends

Population	Alpine City, UT
2010 Total Population	9,770
2020 Total Population	10,251
2010-2020 Population: Compound Annual Growth Rate	0.48%
2024 Total Population	10,604
2020-2024 Population: Compound Annual Growth Rate	0.80%
2029 Total Population	10,939
2024-2029 Population: Compound Annual Growth Rate	0.62%
2040 Total Population	10,952
2029-2040 Population: Compound Annual Growth Rate	0.01%
2050 Total Population	11,420
2040-2050 Population: Compound Annual Growth Rate	0.42%

Source: ESRI Business Analyst

Age⁴

Alpine City's population is predominantly young, with 12.74% of residents under age 10 and 21.06% in the 10-19 range, indicating a strong presence of children and teenagers. Young adults aged 20-29 make up 13.62% of the population, while those in their 30s represent 8.05%. Middle-aged adults are well-represented, with 13.11% of residents aged 40-49 and 12.85% aged 50-59. Older adults, including 9.71% aged 60-69 and 8.86% aged 70 and above, constitute a smaller portion. This demographic mix highlights a youthful community with a large presence of families.

Table 2: Age Distribution

Age	Alpine City, UT
2024 Total Population Age 0-9 (%)	12.74%
2024 Total Population Age 10-19 (%)	21.06%
2024 Total Population Age 20-29 (%)	13.62%
2024 Total Population Age 30-39 (%)	8.05%
2024 Total Population Age 40-49 (%)	13.11%
2024 Total Population Age 50-59 (%)	12.85%
2024 Total Population Age 60-69 (%)	9.71%
2024 Total Population Age 70+ (%)	8.86%

Source: ESRI Business Analyst

³ ESRI Business Analyst

⁴ Ibid

Income⁵

Alpine City has a high median household income of \$168,392. The median household income is projected to increase to \$184,636 by 2029. 38.3% of households earn \$200,000 or more, while 21.51% have incomes between \$150,000 and \$199,999. Households with incomes from \$100,000 to \$149,999 make up 14.39%, and those earning \$75,000 to \$99,999 account for 6.77%. Lower-income households are less common, with only 5.31% earning under \$15,000, and similarly small percentages in other low- and mid-range brackets. This income distribution suggests a largely affluent community with a concentration in the upper-income tiers.

Table 3: Income Distribution

Income	Alpine City, UT
2024 Median Household Income	\$168,392
2029 Median Household Income	\$184,636
2024 Household Income less than \$15,000 (%)	5.31%
2024 Household Income \$15,000-\$24,999 (%)	0.80%
2024 Household Income \$25,000-\$34,999 (%)	3.81%
2024 Household Income \$35,000-\$49,999 (%)	3.74%
2024 Household Income \$50,000-\$74,999 (%)	5.38%
2024 Household Income \$75,000-\$99,999 (%)	6.77%
2024 Household Income \$100,000-\$149,999 (%)	14.39%
2024 Household Income \$150,000-\$199,999 (%)	21.51%
2024 Household Income \$200,000 or greater (%)	38.30%

Source: ESRI Business Analyst

Race and Ethnicity⁶

Alpine City's population is predominantly White, accounting for 90.71% of residents. Hispanic residents make up 4.55%, while those identifying as two or more races represent 5.73%. Other racial groups have smaller representations, including 1.21% Asian, 0.50% Black or African American, 0.31% Pacific Islander, and 0.25% American Indian or Alaska Native.

Table 4: Race and Ethnicity

Race and Ethnicity	Alpine City, UT
2024 White Population (%)	90.71%
2024 Black/African American Population (%)	0.50%
2024 American Indian/Alaska Native Population (%)	0.25%
2024 Asian Population (%)	1.21%
2024 Pacific Islander Population (%)	0.31%
2024 Other Race Population (%)	1.28%
2024 Population of Two or More Races (%)	5.73%
2024 Hispanic Population (%)	4.55%

⁵ Ibid

⁶ Ibid

Tapestry Groups⁷

Psychographics, or the study and classification of people according to their behaviors other psychological criteria, can be used to determine preferences and habits of groups of people. Using a blend of demographic data, ESRI has developed behavioral groups, called Tapestry Segments, which can be used to assess characteristics, spending habits, lifestyle choices, and other preferences of these specified groups of people. Table 5 provides an overview of the tapestry groups that exist within Alpine City. The Professional Pride group accounts for 57% of the Alpine City population, the largest of the five. The Top Tier, Savvy Suburbanites, and Pleasantville groups account for approximately 17%, 11%, and 12%, respectively. The following section provides an overview of these tapestry groups.

Table 5: Tapestry Group Distribution

Tapestry	Alpine City, UT
2024 Top Tier (1A) Tapestry Adult Population (%)	17.37%
2024 Professional Pride (1B) Tapestry Adult Population (%)	57.27%
2024 Savvy Suburbanites (1D) Tapestry Adult Population (%)	11.44%
2024 Pleasantville (2B) Tapestry Adult Population (%)	12.23%

Source: ESRI Business Analyst

Top Tier

The residents of the Top Tier demographic are affluent, highly educated professionals who have achieved significant career success and financial security, with an average net worth exceeding \$3 million. They tend to be older, and many have transitioned to consulting roles or own their own businesses. With incomes more than triple the US average, they enjoy a lifestyle centered on luxury, from upscale home maintenance and high-end personal care to frequent, extravagant vacations. Their spending reflects a commitment to comfort, convenience, and quality, indulging in amenities that enhance their well-being and highlight their success.

These Top Tier consumers prioritize quality, exclusivity, and convenience in their spending. They favor high-end retailers and are willing to pay full price for items that reflect their status and taste, often shopping at stores like Nordstrom and Macy's, as well as online at Amazon. Their spending habits include frequent use of personal services, from day spas and upscale salons to professional housekeeping and property maintenance. Leisure and travel are key interests, and they indulge in luxury accommodations and premium travel services, including limousines and rental cars for comfort and convenience. With a preference for brands that offer a refined experience, they are loyal to companies that match their lifestyle, whether that's in fashion, home goods, or entertainment. Their choices are guided by a desire for high-quality, reliable, and luxurious products that complement their affluent, sophisticated lifestyle.

Professional Pride

Professional Pride consumers are well-educated, dual-income families who have achieved financial stability through diligent work and smart investments. With an average net worth of \$1.6 million and household incomes over twice the national average, these families enjoy a comfortable, upscale suburban lifestyle. Despite their busy work schedules and long commutes, they prioritize their children's needs and maintain well-organized routines. They are financially savvy, investing for the future through retirement accounts and securities, and they protect their assets with comprehensive insurance coverage. Their homes are newer and frequently updated, reflecting pride in their achievements and a commitment to creating an ideal living environment.

These consumers are practical yet willing to invest in quality, particularly when it comes to their homes, where they take on smaller DIY projects but contract out major renovations. They shop heavily online, with Amazon as a go-to, and are careful credit users, spending on cards but typically paying off balances. Technology is seamlessly integrated into their lives, with the latest devices for every family member, and they actively use them for reading, fitness, and entertainment. Professional Pride families are also wellness-focused, outfitting their homes with gyms and regularly visiting salons and spas. Their spending choices are purposeful, driven by a desire to balance convenience, quality, and long-term value as they continue to build and enjoy their secure, well-rounded lifestyle.

Savvy Suburbanites

Savvy Suburbanites are well-educated, financially secure families, often made up of empty nesters or parents with adult children still at home. Living in established neighborhoods outside urban centers, they enjoy a comfortable suburban lifestyle that blends a love for home improvement and outdoor activities. These residents are invested in maintaining and enhancing their homes, frequently engaging in DIY remodeling projects and gardening, though they're not averse to hiring contractors when needed. They

⁷ Ibid

appreciate cultural experiences, fine food, and wine, often seeking out organic and natural products for cooking at home, embodying a mix of suburban comfort with a taste for urban amenities.

These consumers are active and health-conscious, engaging in sports like skiing and golf and spending on quality sports equipment and fitness gear. Financially, they are informed and resourceful, actively investing while managing various forms of debt, including mortgages and home equity lines. They favor practical, family-oriented vehicles such as SUVs and minivans, and rely on personal services like housekeeping to support their busy lives. With a preference for quality and sustainability, they're thoughtful spenders who value both function and lifestyle, making investments that enhance their comfort, health, and long-term well-being.

Pleasantville

Pleasantville residents are established, financially secure suburban homeowners, mostly located in older neighborhoods in the Northeast and parts of California. These slightly older, settled couples often live in single-family homes, many of which require ongoing maintenance and upgrades. With higher incomes and a substantial net worth, they prioritize maintaining their homes through home improvement and remodeling projects, frequently hiring contractors to handle the work. Their suburban lifestyle is balanced by a mix of leisure activities, from sports and gardening to enjoying movies and cultural events.

In terms of retail spending, Pleasantville consumers prefer quality and convenience. Their shopping habits are diverse, spanning from high-end retailers to discount stores, with a significant amount of purchases made online. They invest in quality home services, opting for bundled TV, internet, and phone packages, and often subscribe to premium entertainment channels like HBO and Showtime. Financially savvy, they use the internet for paying bills, managing investments, and online shopping. They value both practicality and indulgence, frequently spending on gardening supplies, event tickets, and travel, including beach visits and theme parks. Their spending habits are marked by a commitment to comfort, quality, and maintaining a well-rounded, enjoyable lifestyle.

Existing Retail Inventory and Tenancy⁸

Alpine City has 45,400 square feet of retail space across 9 properties. All retail properties are centrally located along N Main St within the commercial district. Eleven tenants occupy these spaces across various industries including Finance and Insurance, Services, Health Care, Retail, and Arts, Entertainment, and Recreation. Tenants include banks, finance and insurance companies, a donut shop, gas stations, and a supermarket. Approximately 1/3 of existing retail space is Class B while the remaining 2/3 is Class C. Existing retail buildings have an average year built of 1976. The existing inventory is old and outdated and lacks modern amenities to attract new and exciting businesses and tenants.

Class B buildings offer more utilitarian space without special attractions. It will typically have ordinary architectural design and structural features, with average interior finish, systems, and floor plans, adequate systems and overall condition. It will typically not have the abundant amenities and location that a class A building will have. This is generally considered to be more of a speculative investment. They therefore attract a wide range of users with average rents.

Class C buildings are generally older buildings that offers basic space. These properties have below-average maintenance and management, mixed or low tenant prestige, and inferior mechanical/electrical systems. As with Class B buildings, they lack prestige and must depend chiefly on lower prices to attract tenants and investors.

Table 6: Existing Tenant Overview

Address	SF Occupied	Industry	Secondary Type	Store Type	NAICS
113 S Main St	4,773	Finance and Insurance	Bank	Bank	Commercial Banking - 522110
400 S Main St	3,583	Retailer	Service Station		
416 S Alpine Hwy	2,296	Health Care and Social Assistance	Freestanding		
60 W Main Street Ct	2,200	Health Care and Social Assistance	Health Club		
15 E 200 N	1,765	Finance and Insurance		Finance Company	Securities Brokerage - 523120
416 S Alpine Hwy	1,263	Retailer	Freestanding	Donut Shop	Baked Goods Stores - 445291
40 W Main St	1,250	Finance and Insurance		Insurance	Direct Property and Casualty Insurance Carriers - 524126
400 S Main St	1,000	Retailer	Service Station	Gasoline Station	Other Gasoline Stations - 457120
62 S Main St	N/A	Services	Freestanding		
375 S Main St	N/A	Arts, Entertainment, and Recreation	Storefront Retail/Office		Amusement and Recreation Industries - 713990
400 S Main St	N/A	Retailer	Service Station	Supermarket	Convenience Retailers - 445131

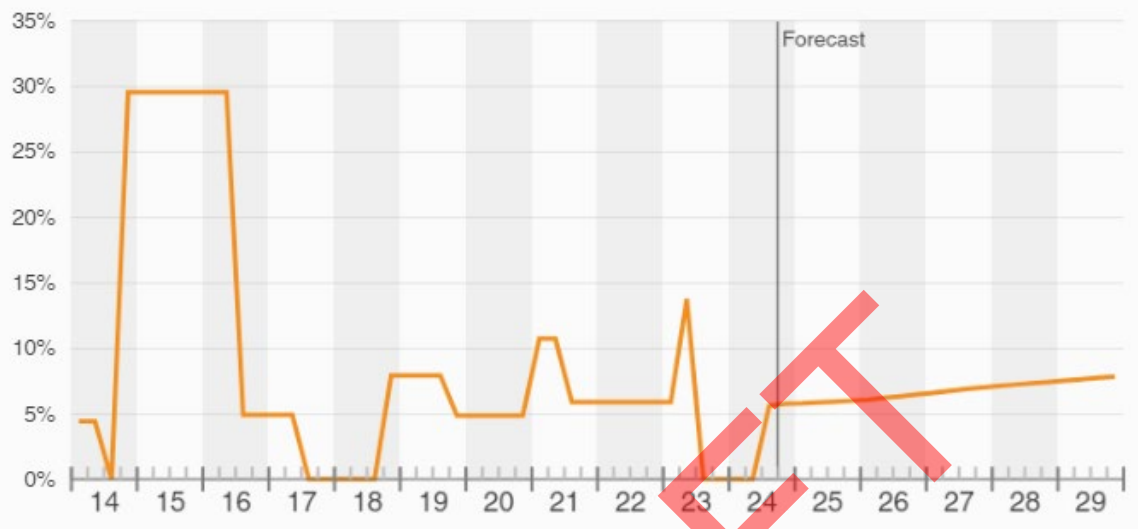
Source: CoStar

⁸ CoStar

Existing Retail Vacancy Trends⁹

Vacancy rates for retail space within Alpine City have typically ranged from between 4.85% and 21.21% over the last ten years with an average of 11.55%. Given the small size of the market, vacancy rates are volatile and experience drastic shifts when tenants vacate properties. Vacancy rates nearly reached 30% between 2014 and 2016 before dropping to nearly 0%, since then, rates have remained below 15%, dropping to 0% in 2023. It is projected that vacancy rates will remain steadily below 10% over the next five years.

Figure 3: Existing Retail Vacancy Trends

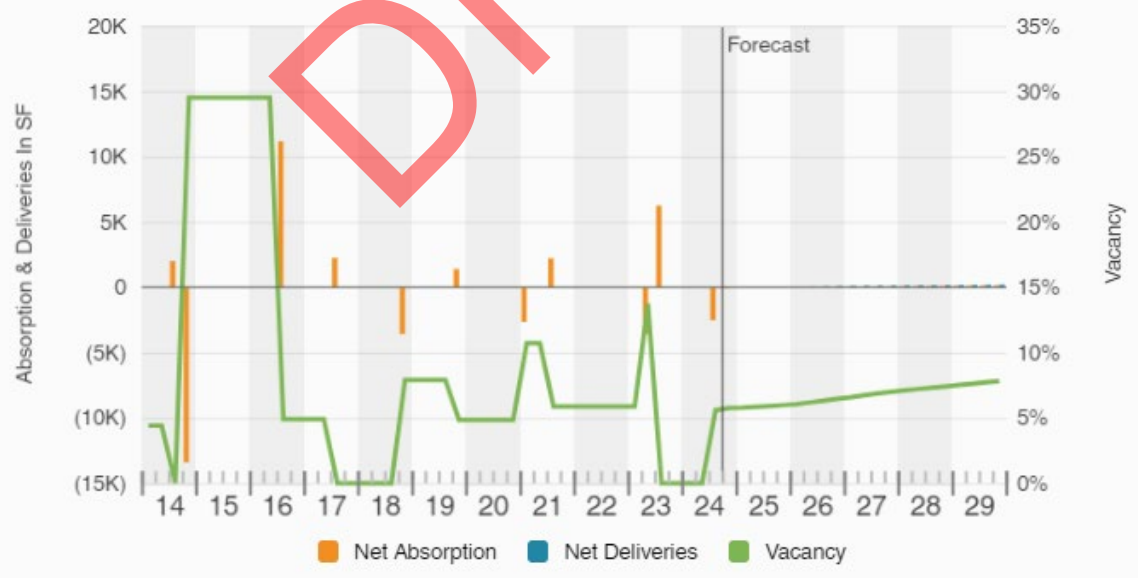


Source: CoStar

Existing Retail Absorption, Deliveries, and Vacancy Trends¹⁰

Absorption of retail space has typically ranged from (6,113 SF) to 6,198 SF annually. This means that almost all space that was vacated annually was reabsorbed by another tenant entering the space within the same year. Alpine City has not experienced any new deliveries since 2014, indicating a stagnant retail market that has not grown to meet the demands of the population. Turnover rates are low for the existing space as exemplified by an average tenancy of 8 years for current tenants in the market.

Figure 4: Existing Retail Absorption, Deliveries, and Vacancy Trends



Source: CoStar

⁹ Ibid

¹⁰ Ibid

Existing Retail Market and Asking Rental Rates¹¹

Market rental rates have increased by 31% since 2014 from \$15.76 per square foot to current rates of \$20.64 per square foot. Market rental rates are expected to continue to rise to approximately \$22.50 per square foot by 2029. Available asking rental rates were measured from 2016 to 2022 where they dropped from \$22 per square foot to \$15.84 per square foot. This decline in asking rates is likely due to landlords offering rent concessions to tenants to incentivize occupying the space. This is a sign of an unattractive market from a tenant perspective that may not experience suitable customer traffic.

Figure 5: Market and Asking Rental Rates



Source: CoStar

Retail Leakage Analysis¹²

As previously mentioned, retail leakage occurs when residents of a community spend money outside their local area due to insufficient local retail options. To measure the leakage in Alpine City, sales and expenditure data from the NAICS was utilized. The NAICS (North American Industry Classification System) code is a standardized classification system used in the U.S., Canada, and Mexico to categorize businesses by industry for the purpose of collecting, analyzing, and publishing economic data. The following retail classifications were utilized for this study:

- 2024 Furniture/Home Furnishings (NAICS4491)
- 2024 Electronics/Appliance Retailers (NAICS4492)
- 2024 Bldg Material/Garden Equipment & Supply (NAICS444)
- 2024 Food & Beverage Retailers (NAICS445)
- 2024 Health/Personal Care Retailers (NAICS456)
- 2024 Clothing/Accessory/Shoe/Jewelry (NAICS458)
- 2024 Sports/Hobby/Book/Music/Misc (NAICS459)
- 2024 General Merchandise Retailers (NAICS455)
- 2024 Food Service & Drinking Places (NAICS722)

Example store types of each NAICS code are shown in Table 7.

¹¹ Ibid

¹² NAICS

Table 7: Example Stores by NAICS Code

NAICS Code	
2024 Furniture/Home Furnishings (NAICS4491)	2024 Health/Personal Care Retailers (NAICS456)
Furniture Stores	Health and Personal Care Stores
Home Furnishings Stores	Pharmacies and Drug Stores
Floor Covering Stores	Cosmetics, Beauty Supplies, and Perfume Stores
Window Treatment Stores	Optical Goods Stores
2024 Electronics/Appliance Retailers (NAICS4492)	Food Supplement Stores
Electronics and Appliance Stores	2024 Clothing/Accessory/Shoe/Jewelry (NAICS458)
Household Appliance Stores	Clothing Stores
Electronics Stores	Clothing Accessories Stores
2024 Bldg Material/Garden Equip&Suppl (NAICS444)	Shoe Stores
Home Centers	Jewelry Stores
Paint and Wallpaper Stores	Luggage and Leather Goods Stores
Hardware Stores	2024 Sports/Hobby/Book/Music/Misc (NAICS459)
Lawn and Garden Equipment and Supplies Stores	Sporting Goods Stores
Outdoor Power Equipment Stores	Hobby, Toy, and Game Stores
Nursery, Garden Center, and Farm Supply Stores	Sewing, Needlework, and Piece Goods Stores
2024 Food & Beverage Retailers (NAICS445)	Musical Instrument and Supplies Stores
Grocery Stores	Book Stores
Supermarkets	2024 General Merchandise Retailers (NAICS455)
Convenience Stores	Department Stores
Specialty Food Stores	Florists
Meat Markets	Gift, Novelty, and Souvenir Stores
Fish and Seafood Markets	Pet Stores
Fruit and Vegetable Markets	Art Dealers
Baked Goods Stores	2024 Food Srv & Drinking Places (NAICS722)
Confectionary and Nut Stores	Drinking Places (Bars)
Beer, Wine, and Liquor Stores	Restaurants

Source: NAICS

An analysis was conducted of the sales data of each existing retail business located in Alpine City within these NAICS categories to determine the total sales volume of each NAICS category in 2024. With that, spending data was collected for residents of Alpine City to understand the total expenditure volume within each NAICS category. The expenditure volume was then subtracted from the sales volume to determine the retail leakage for each category. Table 8 provides a summary of the sales, expenditures, and leakage for each NAICS category in Alpine City.

Table 8: Retail Leakage by NAICS Code

NAICS Code	Retail Sales	Retail Expenditures	Retail Leakage
2024 Furniture/Home Furnishings (NAICS4491) Sales	\$0	\$6,061,330	\$6,061,330
2024 Electronics/Appliance Retailers (NAICS4492) Sales	\$0	\$1,633,993	\$1,633,993
2024 Bldg Material/Garden Equip&Suppl (NAICS444) Sales	\$5,072,000	\$8,563,372	\$3,491,372
2024 Food & Beverage Retailers (NAICS445) Sales	\$382,000	\$29,227,190	\$28,845,190
2024 Health/Personal Care Retailers (NAICS456) Sales	\$704,000	\$3,926,494	\$3,222,494
2024 Clothing/Accessory/Shoe/Jewelry (NAICS458) Sales	\$0	\$6,239,481	\$6,239,481
2024 Sports/Hobby/Book/Music/Misc (NAICS459) Sales	\$981,000	\$2,497,416	\$1,516,416
2024 General Merchandise Retailers (NAICS455) Sales	\$0	\$22,656,309	\$22,656,309
2024 Food Srv & Drinking Places (NAICS722) Sales	\$1,981,000	\$23,757,256	\$21,776,256
Total	\$9,120,000	\$104,562,841	\$95,442,841

Source: ESRI Business Analyst

Total retail sales for all sectors amount to \$9,120,000, while total retail expenditures reach \$104,562,841, resulting in a substantial retail leakage of \$95,442,841. This leakage indicates potential for retail expansion to capture consumer spending that currently occurs outside the area. The sectors with the highest retail leakage are General Merchandise Retailers (\$22,656,309), followed by Food & Beverage Retailers (\$28,845,190), Food Services & Drinking Places (\$21,776,256), and Health/Personal Care Retailers (\$3,222,494). This data suggests that all NAICS categories that were analyzed have significant unmet demand locally, presenting potential opportunities for investment and expansion in the region.

Supportable Retail Footprint¹³

To quantify the retail leakage into a square footage demand value, an average sales value for the United States was calculated using data from both ESRI Business Analyst and CoStar. The average sales volume per square foot in the United States according to these sources is approximately \$415 per square foot. Retail leakage was divided by the constant sales per square foot value to arrive at an approximate square footage of demand for each NAICS category. Total retail demand based on leakage is approximately 230,000 square feet.

Table 9: Total Retail Square Footage Demand

NAICS Code	Retail Leakage	Average Sales Per SF	Retail SF Demand
2024 Furniture/Home Furnishings (NAICS4491) Sales	\$6,061,330	\$415	14,606
2024 Electronics/Appliance Retailers (NAICS4492) Sales	\$1,633,993	\$415	3,937
2024 Bldg Material/Garden Equip&Suppl (NAICS444) Sales	\$3,491,372	\$415	8,413
2024 Food & Beverage Retailers (NAICS445) Sales	\$28,845,190	\$415	69,506
2024 Health/Personal Care Retailers (NAICS456) Sales	\$3,222,494	\$415	7,765
2024 Clothing/Accessory/Shoe/Jewelry (NAICS458) Sales	\$6,239,481	\$415	15,035
2024 Sports/Hobby/Book/Music/Misc (NAICS459) Sales	\$1,516,416	\$415	3,654
2024 General Merchandise Retailers (NAICS455) Sales	\$22,656,309	\$415	54,594
2024 Food Srv & Drinking Places (NAICS722) Sales	\$21,776,256	\$415	52,473
Total	\$95,442,841	\$415	229,983

Source: ESRI Business Analyst, CoStar

A Market Area is the geographic area in which a development can be expected to draw the majority of users from. Market areas are generally divided into two geographic regions, a primary market area and secondary market area. A primary market area is where the development can expect to draw 60%-80% of users from, while a secondary market area is where the development can expect to draw from 20%-40% of users. In this analysis, Alpine City is the primary market for new retail space being introduced to the market. As a result, it is likely that new retail offerings within Alpine City will likely only be able to capture 60%-80% of the retail leakage. Alpine City can likely support between 137,990 square feet and 183,986 square feet of retail space based on the percentage of total demand that can be captured.

Table 10: Supportable Retail Square Footage Based on Capturable Demand

NAICS Code	Retail SF Demand	Primary Market (60% Capture Rate)	Primary Market (80% Capture Rate)	Capturable Retail Square Footage
2024 Furniture/Home Furnishings (NAICS4491) Sales	14,606	8,763	11,684	8,763 - 11,684
2024 Electronics/Appliance Retailers (NAICS4492) Sales	3,937	2,362	3,150	2,362 - 3,150
2024 Bldg Material/Garden Equip&Suppl (NAICS444) Sales	8,413	5,048	6,730	5,048 - 6,730
2024 Food & Beverage Retailers (NAICS445) Sales	69,506	41,704	55,605	41,704 - 55,605
2024 Health/Personal Care Retailers (NAICS456) Sales	7,765	4,659	6,212	4,659 - 6,212
2024 Clothing/Accessory/Shoe/Jewelry (NAICS458) Sales	15,035	9,021	12,028	9,021 - 12,028
2024 Sports/Hobby/Book/Music/Misc (NAICS459) Sales	3,654	2,192	2,923	2,192 - 2,923
2024 General Merchandise Retailers (NAICS455) Sales	54,594	32,756	43,675	32,756 - 43,675
2024 Food Srv & Drinking Places (NAICS722) Sales	52,473	31,484	41,978	31,484 - 41,978
Total	229,983	137,990	183,986	137,990 - 183,986

Source: ESRI Business Analyst, CoStar

Tapestry Preference Summary¹⁴

ESRI's tapestry groups were utilized to provide a list of potential successful tenants that could be included with the development of new retail space. The Top Tier, Professional Pride, Savvy Suburbanites, and Pleasantville groups represent affluent, well-educated households living in comfortable suburban environments, each with preferences that reflect their success and values. Top Tier consumers are high-net-worth individuals who indulge in a luxurious lifestyle, focusing on exclusive experiences, premium travel, and high-end services that highlight their achievements. Professional Pride families, often dual income, prioritize financial stability and well-being, investing in quality home improvements, technology, and wellness to enjoy a balanced, upscale lifestyle. Savvy Suburbanites, many of whom are empty nesters or parents with adult children, blend suburban comfort with a taste for urban amenities, spending on DIY home projects, outdoor activities, and sustainable, high-quality products. Pleasantville residents, mostly in settled neighborhoods, maintain their homes through upgrades and enjoy a mix of practical and indulgent purchases, including leisure activities, travel, and cultural experiences. Across all groups, there is a shared commitment to comfort, quality, and a lifestyle that balances practicality with enjoyment, each aligning their spending with values of security, sophistication, and well-being.

¹³ Ibid

¹⁴ ESRI Business Analyst

Experiential Retail Opportunity

Alpine City's affluent and well-established demographic provides an ideal opportunity for experiential retail offerings, catering to consumers who seek immersive, high-quality shopping experiences. Retail clustering, the strategic grouping of stores with complementary or diverse offerings in a concentrated area, creates a vibrant shopping environment, drawing customers with a mix of brands and experiences. Experiential retail, which focuses on engaging customers through events, interactive displays, and personalized service, goes beyond traditional shopping by creating experiences that create social engagement. Together, retail clustering and experiential retail can create a lively, high-end shopping destination tailored to the tastes of Alpine City's sophisticated clientele. The following trends can be considered when developing experiential retail offerings in seasonal communities.

- **Identity:** Experiential retail centers should have an identifiable image. The identity should be reinforced by providing for consistency in quality of signage, store fronts and merchants.
- **Sense of Place:** Create ambiance through effective lighting and seating strategies and the creation of a "sense of place".
- **Variety of Stores:** Successful retail districts provide variety in terms of stores and the merchandise or services provided by various stores. The degree of retail variety will greatly impact the quality of the visitor experience.
- **Retail as Entertainment:** The retail environment and opportunities should be fun and entertaining. Retail centers may introduce elements of entertainment through the design of the physical space as well as the inclusion of specific entertainment-oriented tenants, such as shops that show how products are made or bakeries that have a visible kitchen for customers to watch the process.
- **Save the Best for Food:** The best locations, in terms of pedestrian traffic, visibility and convenience, should be identified for restaurants and bars. Food drives retail.
- **Make It Special:** Offer ongoing special events and activities. Create reasons for visitors and the public to explore.
- **Reflect Demographic Profile:** The tenant mix must meet the consumer demands of its customers.

If Alpine City intends to attract luxury and high-end tenants that align with the demographic profile of the city, high-quality and heavily trafficked spaces that create a memorable retail experience must be provided. The abovementioned trends can help to guide experiential retail developments.

Potential Experiential Retail Tenants

Experiential retail tenants within Alpine City should reflect the spending habits and preferences of the local population. A creative mix of tenants, good merchandising and comfortable ambiance drives experiential retail in successful retail developments. Tenants should address the needs and interests of each market segment including year-round residents and tourists. Offerings should include both common retail purchases as well as indulgences which offer special opportunities that shoppers cannot easily find. Common resident groups prioritize quality, natural products, and home improvement. They also favor quality and classic fashion and focusing on home projects. The most affluent groups enjoy an active, well-funded retirement, investing in health and luxury products. To reflect these spending preferences and opportunities for retail experiential retail and retail clustering, a list of relevant retail offerings and potential tenants was curated. These offerings provide a well-rounded mix of tenants that aim to provide opportunities for customers to spend time at multiple stores or restaurants during their visit. Table 11 provides an overview of these potential tenants.

Table 11: Potential Experiential Retail Tenants

Potential Experiential Retail Tenant Examples			
Tenant Group / Example Tenants	Approximate SF Footprint	Tenant Group / Example Tenants	Approximate SF Footprint
2024 Furniture/Home Furnishings (NAICS4491)	8,763 - 11,684 SF	2024 Health/Personal Care Retailers (NAICS456)	4,659 - 6,212
Pottery Barn	10,000 SF	Med Spa	4,500 SF
Crate & Barrel	12,000 SF	Ulla Beauty	5,000 SF
West Elm	8,500 SF	Local Apothecary	2,000 SF
Anthropologie	10,000 SF	Local Eyewear Store	3,000 SF
2024 Food & Beverage Retailers (NAICS445)	41,704 - 55,605 SF	2024 Clothing/Accessory/Shoe/Jewelry (NAICS458)	9,021 - 12,028
Whole Foods	40,000 SF	Patagonia	5,000 SF
Tader Joes	12,000 SF	Lululemon	5,000 SF
Total Wine & More	20,000 SF	Tiffany & Co	2,000 SF
Sprouts Farmers Market	25,000 SF	J. Crew	5,000 SF
2024 Food Srv & Drinking Places (NAICS722)	31,484 - 41,978	2024 Sports/Hobby/Book/Music/Misc (NAICS459)	2,192 - 2,923
Local Fine Dining Restaurants	4,000 SF	Local Bookstore / Café	5,000 SF
Gourmet Delis	2,500 SF	Local Music Store	5,000 SF
Artisan Bakeries	3,000 SF	Local Ski and Gear Shop	3,000 SF
Wine Bar / Cocktail Lounge	5,000 SF	Local Florist	2,500 SF

Source: Design Workshop

Relevant Stand-Alone Tenants

Alpine City’s leakage within the Electronics/Appliance, Building Material/Garden Equipment and Supply, and General Merchandise NAICS categories present opportunities for additional relevant retail offerings. Given the required footprint for these tenants and their inapplicability to experiential retail developments, these potential retail offerings have been categorized as stand-alone retail opportunities. The potential tenants and retail offerings remain relevant to the demographic profiles and spending habits of Alpine City residents. Table 12 provides an overview of these relevant stand-alone tenants.

Table 12: Potential Stand-Alone Retail Tenants

Potential Stand-Alone Tenant Examples			
Tenant Group / Example Tenants	Approximate SF Footprint	Tenant Group / Example Tenants	Approximate SF Footprint
2024 Electronics/Appliance Retailers (NAICS4492)	2,362 - 3,150 SF	2024 General Merchandise Retailers (NAICS455)	32,756 - 43,675
Apple Store	3,000 SF	Target	40,000 SF
Best Buy	2,500 SF	Costco Wholesale Club	80,000 SF
Micro Center	3,000 SF	Big O Tires	10,000 SF
Bose or Sonos Stores	2,000 SF	Car Dealership	25,000 SF
2024 Bldg Material/Garden Equip&Suppl (NAICS444)	5,048 - 6,730 SF		
Home Depot Garden Center	5,000 SF		
Lowe's Garden Center	6,000 SF		
Ace Hardware	6,000 SF		
Tractor Supply Co.	6,500 SF		

Source: Design Workshop

Potential Sales Tax Revenue¹⁵

Alpine City’s sales tax rate as of 2024 is 7.45%, 1.11% of which comes directly from Alpine City. If new retail offerings are able to capture between 60% and 80% of retail spending from residents of Alpine City, the city could likely receive between \$635,000 and \$850,000 annually in sales tax revenue.

Conclusions

Alpine City’s retail leakage analysis highlights an opportunity for new retail development to capture a significant portion of local consumer spending currently directed outside the area. With \$95.4 million in unmet demand, particularly in the general merchandise, food and beverage, food services, and health and personal care sectors, there is a clear need for a modernized retail footprint. This demand translates into an estimated need for 230,000 square feet of retail space, of which Alpine City could realistically support between 138,000 and 184,000 square feet. Targeted tenant selection, aligned with the preferences of affluent, quality-focused consumer segments identified through ESRI’s tapestry groups, can further enhance the appeal of new retail offerings. By addressing these gaps, Alpine City has potential to revitalize its retail sector and meet the evolving needs of its residents.

¹⁵ Alpine City

**APPENDIX B -
DESIGN GUIDELINES
REVIEW MEMO**

DRAFT

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MEMORANDUM

To: Alpine City
From: Design Workshop
Date: December 2, 2024
Project Name: Main Street & Gateways Corridor
Project #: 8316
Subject: Historic District Design Guidelines Review Analysis

This report is the first step in the update of the existing Historic Main Street Design Guidelines. It is intended to provide a review of the existing regulations and identify opportunities for improvement.

Table of Contents

I. Introduction.....2

Project Overview and Purpose.....2

Overall Process.....2

Guiding Principles.....2

Integrate the Gateways Corridor Small Area Plan.....3

Add New Graphics.....3

II. High Priority Topics.....3

III. Current Design Guidelines Sections.....3

IV. Design Guidelines Update Suggestions by Section.....4

Section 1: Relation to Surrounding Area4

Section 2: Height.....4

Section 3: Exterior Walls and Surfaces.....5

Section 4: Windows and Doors.....5

Section 5: Exterior Trim and Decorative Detailing5

Section 6: Roofing.....5

Section 7: Materials – Texture, Color, Finishes.....6

Section 8: Streetscaping.....7

New Proposed Sections.....7

V. Conclusion and Next Steps.....7

I. Introduction

Project Overview and Purpose

Alpine City utilizes their current Historic District Design Guidelines to guide future development along Main Street in the current Business Commercial zone. The Design Guidelines establish high level standards for development along Main Street and have not been updated since being adopted in November of 2015.

Design Workshop is preparing a small area master plan for the Gateways Corridor area that includes Main Street, and has completed a review of the existing Design Guidelines, which is intended to inform how Alpine City should update this document and how this could be incorporated into future zoning updates.

Along with these recommendations, the analysis also considers other suggested updates to improve usability for the general public, applicants, and decision makers.

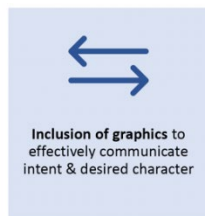
Overall Process

As part of the 2024 Alpine City Main Street & Gateway Corridors Small Area Plan, the city is including a revision to their Historic District Design Guidelines. This update will create a framework to direct future development in the area and align with the vision from the community for Main Street and the Historic District. The opportunity was provided for the community to share feedback on existing conditions and effectiveness of the current Design Guidelines, and how to create a document that will help achieve the goals and vision for Alpine City.

Guiding Principles

In addition to seeking to incorporate the community's direction from the Main Street & Gateway Corridors Small Area Plan into the updated Design Guidelines, the following seven principles should guide this revision. These are based on best practices for codes and policy documents:

1. Strengthen the existing Design Guidelines based on a strategic vision for Alpine City and the Gateways Corridor area that preserves and enhances the existing character of Main Street.
2. Create a document with clear language and standards that do not require interpretation.
3. Include graphics to effectively communicate desired outcomes.
4. Provide clear processes that do not over-complicate reviews & allow for a more streamlined application and approval process.
5. Build off the Small Area Plan engagement and community feedback - do not duplicate those efforts.
6. Consider incentives to advocate for Design Guidelines standards implementation and support from the development community.



Integrate the Gateways Corridor Small Area Plan

As the Design Guidelines update is part of the larger Alpine City Main Street & Gateways Corridor project, the ideas that will guide the plan should be included in the proposed revisions, focusing specially on Main Street and the desired character the community wants for this historic area. This will include recommendations both for the build form and the public realm.

Incorporating the Small Area Plan through purpose statements or even direct quotes is one way to ensure the specific direction of this document is included and linked to different requirements.

Add New Graphics

The current Historic District Design Guidelines include a few graphics to help articulate provisions and desired outcomes. Many graphics are pictures of existing buildings and do not appear to have been created specifically for this document. As part of modernizing these regulations, the revised Design Guidelines should utilize graphics to illustrate dimensional relationships, building and site planning concepts, and even environmental considerations to help explain standards that are sometimes difficult for casual or non-technical users to understand.

II. High Priority Topics

Through discussions with city staff, local leadership, and initial community feedback, a recommendation to include the following key topics when updating the Design Guidelines document has been identified:

Incorporate dimensional requirements to Build Form & Massing standards

Clarify Building Placement standards (maximum front yard setbacks)

Incorporate Surface Parking Lot standards

Incorporate active First Floor Uses standards

Clarify Public Realm standards

Incorporate standards for Secondary Dwelling Units/ ADU's

Incorporate Large Lot standards

Incorporate Lighting, Signage & Wayfinding standards

III. Current Design Guidelines Sections

The purpose and intent of the Gateway Historic District Design Guidelines is to create a “village of mixed uses, promote a pedestrian friendly atmosphere, provide excellence in landscaping and architecture, in a setting that honors and preserves the past while promoting the future”. While this shows a clear vision of what the character of the Gateway Historic District should be, the eight criteria established in the document lacks clear direction on how this intent can be achieved and relays heavily on mimicking and matching existing buildings. On the other hand, the current approval process requires all projects to go through a Planning Commission review, which requires a longer application time and leaves decision making to the criteria of Planning Commission members.

The design criteria defined in the current Guidelines includes:

Relation to the Surrounding Area (Massing, Scale, Orientation)

Height

Exterior Walls and Surfaces

Windows and Doors

Exterior Trim and Decorative Detailing

Roofing

Materials – Texture, Color, Finishes

Streetscaping

IV. Design Guidelines Update Suggestions by Section

It is anticipated that a complete revision of the Gateway Historic District Design Guidelines may be needed. While certain sections, definitions, and standard recommendations will remain, a full reorganization is recommended. In this portion of the analysis, each individual section is summarized with a focus on opportunities to update the content. The proposed reorganization will be completed as part of the updated outline that will be provided in a future deliverable.

Section 1: Relation to Surrounding Area

This section provides high-level recommendations for new construction related to massing, scale and orientation. In general, these standards refer to compatibility with surrounding buildings, scale and character, but lack clear dimensional standards and graphics to communicate desired outcomes.

Options to Consider for Guidelines Update

1. Redefine this section as Build Form & Massing standards.
2. As surrounding buildings can change, incorporate dimensional standards that reflect the community vision for the Alpine City Main Street and Historic District area.
3. Define maximum setbacks, maximum blank wall dimensions, horizontal building articulation, and building entries on primary facades.
4. Incorporate a section on Activated Ground Floor, with recommended uses and a required %. Consider incentives for additional ground floor uses that generate pedestrian activity and bring vibrancy to the area.
5. Incorporate a new section that establishes guidelines for surface parking lots, regulating location in the parcel and establishing a maximum percentage allowed at the front lot line. Consider incorporating landscape buffering requirements when a parking lot partially faces Main Street.
6. Dimensional flexibility for new development can be incorporated when needed to retain a historic resource on a parcel, or flexibility in land uses to enable the adaptive re-use of a historic structure. This could be written as an administrative review or a variation reviewed by the Planning Commission.

Section 2: Height

Section 2 refers to maximum heights established by zoning regulations and recommends compatibility of new buildings with historic structures. It does allow “creative historic design elements” to be considered.

Options to Consider for Guidelines Update

1. Clearly define maximum heights in floors and feet.
2. Consider incorporating height incentives when complying with a large number of guidelines.

Section 3: Exterior Walls and Surfaces

This section encourages the use of stone, wood, or stucco as a primary exterior material, while prohibiting vinyl and CMU products.

Options to Consider for Guidelines Update

1. Define desired primary and secondary materials.
2. Consider incorporating glazing standards and screening standards.
3. Update images to communicate desired materials aesthetics.
4. Review other potential prohibited materials and incorporate to list.

Section 4: Windows and Doors

Section 4 defines overall desired orientation and character of windows and incorporates one standard related to ground floor transparency. It also encourages the use of awnings or canopies over doors if buildings have no front yard setback.

Options to Consider for Guidelines Update

1. Consider defining desired window proportions to assure a vertical orientation versus a horizontal one.
2. Incorporate standards on type of opening (for example "punched" versus "non-punched")
3. Define % for minimum ground floor transparency for retail uses.
4. If awnings and canopies are encouraged when a build-to-line situation exists, define maximum encroachment allowed over the ROW.
5. Study the regulation of curtain walls or large transparent surfaces.

Section 5: Exterior Trim and Decorative Detailing

This section defines very high-level standards and does not provide clear direction on desired aesthetic or minimum requirements when it comes to exterior trims and decorative detailing.

Options to Consider for Guidelines Update

1. Consider incorporating more defined recommendations and include a series of images that represent desired trimming and decorative detailing.

Section 6: Roofing

Section 6 defines desired rooflines as “traditional” and gable roofs (for smaller structures) while also allowing flat roofs when appropriate. It also includes standards on mechanical equipment location and primary façade horizontal articulation.

Options to Consider for Guidelines Update

1. A clearer definition should be considered on the desired type of roof that aligns with the preservation of the desired character of Main Street.
2. Mechanical equipment requirements should be moved to Section 1 or 3.
3. Horizontal articulation standards should be defined and moved to Section 1 or Section 3.
4. Include more images and graphics that communicate the desired roof aesthetics, type, and proportions.

Section 7: Materials – Texture, Color, Finishes

This section defines desired color palettes as well as texture and finishes for new constructions. It includes a requirement on cornices, window frames, ornamental details, signs, and storefronts.

Options to Consider for Guidelines Update

1. Standards on signage should be moved to a different section.

Section 8: Streetscaping

Section 8 includes a requirement to include a street feature every 30’ feet and defines what those features can be. It also encourages the installation of plazas or gathering spaces, planters with trees or shrubs, and benches in strategic areas.

Options to Consider for Guidelines Update

1. Define clear public realm standards, with minimum dimensions and desired sidewalk zones.
2. Define public realm materials.
3. Incorporate standards on tree planting, green areas, and irrigation.
4. Incorporate standards on standard streetlight fixture type and desired spacing.

New Proposed Sections

Secondary Dwelling Units

Consider incorporating a section on Secondary Dwelling Units and ADU’s and include language on applicability, property egress, setbacks from primary structure, maximum size, and lot size.

Large Lot Standards

Define dimensional requirements like setbacks, minimum lot coverage, accessibility, entrances, etc. for lots larger than 5 acres.

Parking Standards

Define overall parking standards in order to reduce or prevent traffic congestion and address the need for on-street parking areas, off-street parking and loading facilities. The standards should outline applicability, location, dimensional requirements for spaces, maneuvering space requirements, surfacing, parking lot-run-off, accessible spaces, required parking space minimums, and credits for multiple-use parking facilities and/or mixed-use development. They should also include parking lot landscaping standards. A future policy update could include revising parking minimums and incorporating parking maximums.

Signage & Wayfinding Standards

Define standards for signage to be appropriate in the Main Street context, including materials, overall aesthetics, and maximum allowed signs per building or tenant. The city should consider developing wayfinding standards for public directional signage and incorporate these into the revised Historic District Design Guidelines.

V. Conclusion and Next Steps

The current Historic District Design Guidelines provide very loose direction for development and leave all of the provisions to the criteria of Planning Commission review. All sections require significant updates to meet current best practices and align with the overall vision for the Gateways Corridors Small Area Plan

Clearly defining requirements and dimensional standards in the Design Guidelines is one way to ensure the values identified as being important by the community apply to new development.

The existing zoning overlay to which the Design Guidelines apply, should be revised and potentially refined in sub-areas that better aligned with existing uses, future development opportunities, and unique character of each one of the Corridors and sections of Main Street.

DRAFT

**APPENDIX C -
COMMUNITY
PRIORITIES MEMO**

DRAFT

Main Street + Gateway Corridors Plan

Alpine, UT | November 22, 2024

Workshop 1 Community Priorities Memo

Executive Summary

Workshop 1 provided an opportunity for initial engagement of project stakeholders and the Alpine community at large. During the workshop, Project Team members emphasized listening, and good community participation surfaced a diversity of specific opinions. The workshop provided a venue to dig deeper to identify shared values that make Alpine unique. Workshop 2 will be an important opportunity to build consensus around the vision for Main Street and Gateway Corridors based on the feedback received over the course of Workshop 1. Workshop 1 proceedings are detailed below, and an overview of community values and priorities surfaced at the workshop are described in this memo.

Project Statement

The Alpine City Main Street and Gateway Corridors Project seeks to create a community-driven plan for Alpine City's downtown and gateway corridors, enhancing the existing Historic Downtown Gateway Design Guidelines and providing a framework for future growth and development. A crucial element is creating a safe, multi-modal transportation network emphasizing pedestrian and cyclist-friendly infrastructure.

Overview of Workshop 1

Day 1: Thursday, November 13

Walking Tour



Figure 1 Walking tour participants pause to discuss traffic challenges along Main Street.

Starting from City Hall, the Project Team, City staff, Technical Advisory Committee and key Stakeholders walked along Main Street south to Bateman Lane, and along Canyon Crest to Petersen Park before returning to city Hall to regroup via Red Pine Drive. During the tour the group paused at

multiple locations to discuss challenges and opportunities within the project area. Sharing knowledge and ideas, along with documenting the project area through photography, were important outcomes of the Walking Tour.

Design Charrette with Stakeholders and Technical Advisory Committee

Stakeholders and Technical Advisory Committee members were split into topic-specific breakout groups facilitated by Project Team members with expertise in the topic assigned to that group. These breakout groups provided an informal venue to gather initial feedback on key issues, opportunities, and potential design strategies for Main Street and the Corridors. Breakout group topics included:

- Transportation and Mobility
- Catalytic Sites and Housing
- Land Use and Development Opportunities
- Placemaking and Public Space Design

Combined Alpine Main Street + Gateway Corridors and State Missing Middle Housing Toolkit Open House



Figure 2 Community members spoke with the Project Team and participated in interactive exhibits during the Open House on Day 1 of the Workshop.

Community members were welcomed to an informational open house from 5-7pm to learn about the project, review outputs from the earlier Design Charrette and share their vision for Main Street. The open house format was used to make it convenient for community members to drop in at their convenience. To avoid “planning fatigue,” the open house included content from both the Alpine Main Street + Gateway Corridors project and the State’s Missing Middle Housing Toolkit project. Project Team members from both projects were in attendance to engage with

the community, answer questions, and gather input. The Missing Middle Housing Toolkit was explained through a series of posters onto which community members were invited to attach Post-it notes with comments. The Main Street + Gateway Corridors project engaged community members using a variety of hands-on exhibits including:

- “Re-Imagine the Right-of-Way,” where community members were invited to use cards showing different street design elements to create their ideal design for Main Street.
- A pinboard map where community members were invited to place color-coded flags corresponding to land uses and placemaking features they would like to see in specific locations along project corridors.
- Voting for public space design and programming elements by placing dots on photos of features that the community would like to see in public spaces within the Project Area.
- Building type “playing cards” that community members were invited to place within catalytic opportunity sites to show what sort of development intensity and uses would be desirable were those sites to develop in the future.

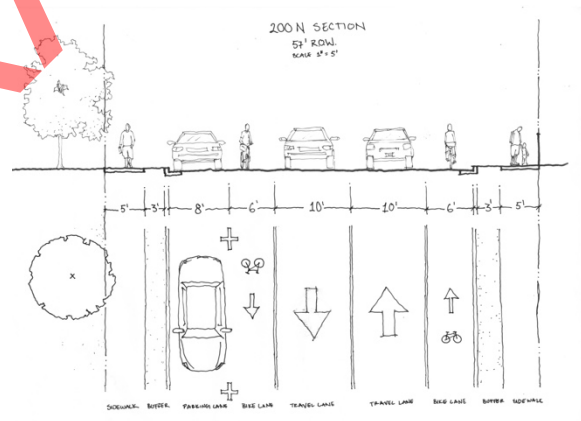


Figure 3 A proposed alternative cross section for Main Street developed by the Project Team based on a configuration created using the “Re-Imagine the Right-of-Way” exercise.

Day 2: Friday, November 14

Mid-Point Pinup

Attendees of the Walking Tour and Charrette on Day 1 were invited back to review community feedback from the Open House and to discuss specific issues with the Project Team. Members of the Project Team continued to develop initial concepts in a “design in public” setting, while materials from the Open House and some initial concepts developed by the Project Team were set out for the Pinup.

Final Presentation and Recap

Members of the Project Team presented a slideshow documenting feedback received over the course of Workshop 1. The presentation described outcomes of each activity and provided a summary of the Workshop, including a list of Community Values distilled from feedback received so-far.

Community Values

Based on feedback received over the course of the two-day workshop, the Project Team has distilled the following Community Values that can be used to guide further refinement of the Alpine Main Street + Gateways Plan.

- History: Celebrate and Protect
- Active/Outdoor-Oriented Lifestyle
- Connected and Walkable
- Unique Image and Identity
- Agricultural Identity/Local
- Small Town Feel
- Grow Differently
- Community for All Ages
- Family / “Save the Parade”

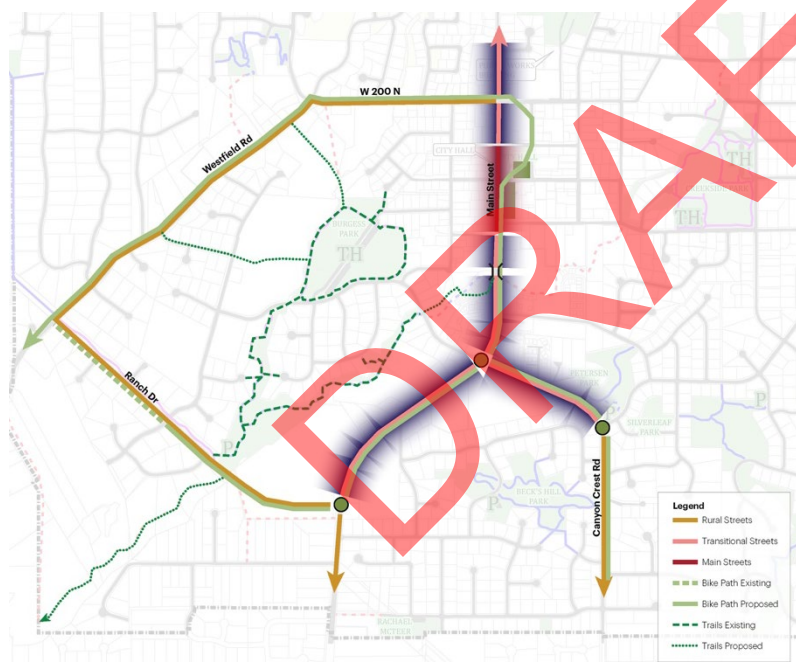
Community Priorities for Main Street

Based on feedback received over the course of the two-day workshop, the Project Team has distilled the following Community Values that can be used to guide

Create an environment where everyday community interactions occur organically.

Community members and stakeholders expressed a strong desire for a greater sense of community in Alpine. Events such as Alpine Days and Trick or Treat on Main Street bring the community together, but outside those occasions there are few opportunities for casual encounters and community togetherness. Attractions along Main Street such as opportunities for shopping and dining could provide for more spontaneous encounters among community members and could help to define a focal point where community gatherings can occur throughout the year.

Provide a comprehensive, connected network of sidewalks, paths, and bike lanes to give people convenient, safe alternatives to automobile travel.



Alpine is an active community that values outdoor-oriented lifestyles. While many residents enjoy walking and biking for recreational or athletic purposes, a lack of dedicated facilities in town keep people from walking and biking for everyday transportation. Longtime residents remembered when children were able to get around on foot safely but note that the automobile-oriented design of many Alpine streets could make this dangerous today. Modifying street designs to create a network of complete streets will make getting around on foot and by bike safer and more convenient and will improve access to Main Street from nearby neighborhoods.

Figure 4 This conceptual diagram shows how a comprehensive network of multi-modal streets and pathways can provide better access to Main Street for people walking and riding bikes. The diagram additionally shows how different context zones along Main Street and the Gateway Corridors could inform variations in street design, placemaking approaches, and building form and style.

Create opportunities where small, local, community-serving businesses can thrive.

Many workshop participants expressed a desire for dining options in Alpine, such as a coffee shop, café, and/or diner. Many of these same participants also expressed an understanding of the challenges faced by past Alpine businesses which have closed. Some of the priorities identified in this section, such as establishing a cohesive identity for Alpine and creating a strategic vision for infill were identified as possible means by which to support small businesses in Alpine. Successful businesses not only provide amenities and services to Alpine residents, but can also bolster the city's tax base and reduce "leakage," whereby residents of Alpine spend money in other communities.

Use wayfinding, branding, signage, and design guidelines to establish a cohesive identity for Alpine that reflects community values.

Existing gateway signage does not express the qualities that make Alpine a unique and special place. Other signage, such as temporary event signage, street signs, etc. are not designed in a cohesive manner and don't reinforce a consistent brand for the community. Gateway monuments and informational and wayfinding signage are an effective way to establish a consistent visual identity throughout Alpine that can use design elements to express qualities that are core to Alpine's identity. Coupled with more robust Design Guidelines that provide more specific guidance for building design, these strategies strengthen Alpine's "sense of place."

Create a strategic vision and update zoning regulations and design guidelines to guide infill and redevelopment to deliver housing options and amenities for Alpine residents.

When current landowners decide to sell or redevelop their property, existing zoning standards and design guidelines may not lead to the type of development that the Alpine community wants for Main Street. Workshop participants expressed a desire for any new development to reinforce Alpine's small town, agricultural character. Additionally, new development should

provide access to housing, services, and amenities that do not already exist in Alpine to prevent community members from having to leave town.

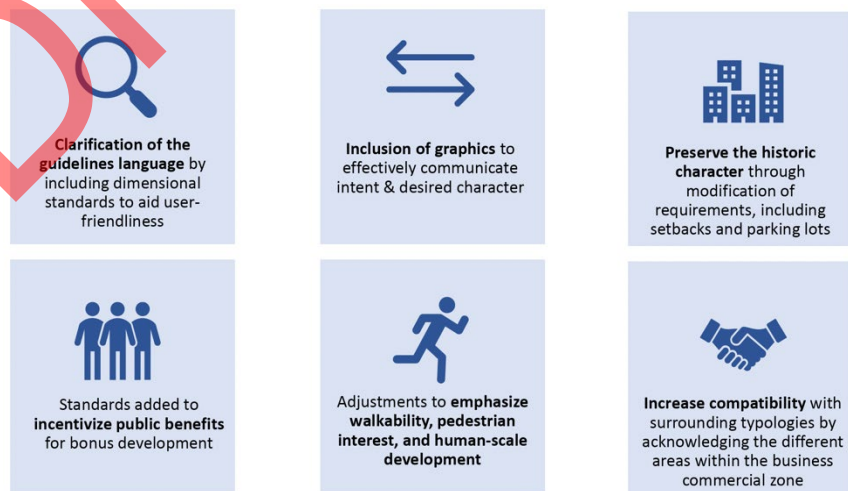


Figure 5 Strengthening the existing Design Guidelines based on a strategic vision and identity for Alpine can help to guide infill and redevelopment so that it is consistent with community values.

Coordinate public and private investment around the City Hall block to create a center of activity and civic life that anchors the northern end of Main Street.

The City Hall block includes important historic buildings and serves as a center of civic life in Alpine. As such, it forms a natural anchor for the northern end of Main Street. Future public investment in and around the City Hall block should consider how it can catalyze private investment nearby that will serve the Alpine community by providing for community needs and supporting the City's tax base. Investments made to facilities and open spaces on the City Hall block should be used as an opportunity to

Next Steps

The Project Team will continue to review input gathered during the first workshop, as summarized in this document. In February, members of the Project Team will return to Alpine for a second workshop focused on community consensus building. Based on feedback received over the course of the project, the Project Team will create a draft plan document and updated Design Guidelines for Main Street and the Gateway Corridors. Following additional feedback, the draft plan will be finalized into a Final Plan Document. Amendments to the General Plan Land Use and Development Code will be drafted as needed, according to the vision articulated in the plan.

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