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Consent Agenda

October 11, 2023 Alta Town Council Meeting

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Alta Town Council

Staff Report



To: Town Council

From: Chris Cawley, Interim Town Manager

Re: Consent Agenda Staff Report

Date: October 4, 2023

Attachments:

Assistant Town Manager Recruitment

Our posting for the position of assistant town manager closed on Friday, September 29th. We had a strong response to the posting and will interview candidates starting the week of October 9th. Here is a link to the posting: <https://townofalta.com/wp-content/uploads/2023/08/2023-8-28-Assistant-Town-Manager-Posting-FINAL.pdf>.

LCC Operations Stakeholders Emergency Planning Meeting

On September 27th, representatives from key agencies met to reflect on the record-breaking 2022-2023 winter season in Little Cottonwood Canyon, especially the climax storm and avalanche cycles that led to unprecedented periods of road and interlodge travel restrictions in March and April 2023. Participants discussed challenges in communication, interagency coordination, and resource management during extended closures, and identified improvements to pursue in the upcoming season.

The Town of Alta is following up with Salt Lake County Emergency Management to plan a table-top exercise for key agencies, and to discuss the potential that LCC agencies could develop an incident action plan to formalize a shared approach to interagency communications, resource sharing, and/or a unified command structure.

Town Council Retreat

We are beginning to plan a retreat-style meeting for the town council, and we've scheduled a few minutes on the council agenda to discuss some details of the event including date and time, budget, and preliminary agenda concepts. *By the end of the discussion, I'd like to have identified a few dates and times that will work for the council to attend a ¾ day, in person meeting, somewhere in Alta or at Snowbird, during the third or forth week of January 2024.*

23-24 Northside Winter Parking Program

The Town of Alta and Alta Ski Area are preparing to operate the Northside Winter Parking Program during the 23-24 ski season. The program will operate similarly to previous winters:

- Permits or reservations will be required to park on the north side of SR 210, from the Shallow Shaft to the Albion Basin Summer Road, during the period when Alta Ski Area

requires parking reservations. The program will begin on Friday, December 15th, and will end on March 31st. The program will also be operated during Alta Ski Area's closing weekend, which is tentatively scheduled for April 19th through April 21st.

- Seasonal overnight permits will cost \$250 and will be available to residents and local business employees without on-site parking, primarily including Albion Basin and Grizzly Gulch residents and property owners, and resident employees at local businesses. Flex permits will allow 100 nightly reservations, can be shared between multiple vehicles and will also cost \$250. Single-night reservations will be available for \$25 to lodging and residential guests.
- Interstate Parking will manage permits and enforce the permit and reservation requirements.
- The Town and Alta Ski Area will host a virtual open house meeting in October for permit holders to discuss the parking program for the upcoming season.

Town Shuttle Program

We are still moving toward managing local shuttle services in winter 23-24. Staff received commitments from almost all the funders of last year's shuttle service programs. Here are a few updates and points of clarification:

- The FY 24 General Fund Budget adopted on August 8th assumes \$204,000 in revenue from shuttle program contributors (account 10-36-620) and \$230,470 in "Alta Resort Shuttle" expenses (account 10-51-645). This means the Town will cover a net expense of \$26,470. In FY 23, the Town contributed \$14,000 to shuttle programs; so this is an increase, although one could argue the Town's defunding of ACVB, which last year was budget to cost \$31,500, more than covers the increase. I provide this clarification in response to some comments made in the recent Meet the Candidates forum suggesting the Town was covering the entire 23-24 program cost out of its own pocket.
- We have decided to continue using Alta Shuttle as the vendor to provide the shuttle services in 23-24. Initially we assumed we'd be going to bid as is commonly required for purchases of this magnitude under government purchasing rules. For this season, as we transition into responsibility for the service, we decided to utilize purchasing policy exemptions to allow sole source procurement of "specialized contracts" in order to ensure continuity of services from a vendor who is well known to provide excellent service. In the future, we expect to seek competitive bids for the program.

Projects Update

For reporting on project budgets and expenditures-to-date, please find the "Project Tracking by Fund" document in this month's consent agenda table of contents.

- *Alta Central Generator:* As of October 4th, we are expecting the generator project will be implemented during the week of October 9th. We are working with a general contractor to deconstruct and repair the generator enclosure including the Alta Central deck, and manage the use of a crane to transport the old and new generators; an electrician to disconnect and reconnect the electrical hardware; and our building official to ensure repairs to the structure, which is badly out of conformity with present-day building code, are completed in the best possible manner.

- *Grizzly Gulch Waterline Replacement*: The project is complete. Alta Ski Area will complete revegetation as conditions permit during the month of October.
- *Peruvian Estates Waterline Replacement*: The project is ongoing as of October 4th. Crews have experienced delays due to weather and to complications with the existing water line. We hope the project can be completed by October 11th.
- *Remote Read Water Meters*: Salt Lake County Service Area #3 is evaluating which meters in the Grizzly Gulch and West Grizzly/Emma Heights areas can be replaced by Service Area personnel, without hiring a plumber, before winter.
- *AMO Inventory Management Closet*: The Town purchased and is anticipating delivery of the project materials. The purchase agreement includes installation. We still need to remove the large, defunct sewage tank in the northwest corner of the firehouse garage and once that is complete, the closet will be installed.
- *AMO Security Cameras*: We are anticipating bids to restore and upgrade essential components of the Marshals Office security camera system, including backend hardware, software, and new cameras. Depending on cost, we may propose installing cameras in additional locations.
- *AMO Phase II Radio Upgrade*: we've submitted a purchase order for 6 new radios at roughly \$4800 each.
- *Tom Moore Historic Structure Feasibility*: On October 6th I am meeting on-site with an architect who specializes in historic preservation and restoration to discuss a potential scope of work for a feasibility study-type project to help the town plan for maintenance and use of the structure. The FY 24 budget and projects plan includes \$10,000 for a project like this but we will discuss any scope of work with the council before proceeding with a project.
- *ATV*: We purchased and took delivery of a new ATV for use by the AMO and building maintenance employees in August.
- *Sewer master plan*: I recently met with a civil engineer to discuss a potential scope of work and budget for a project. The FY 24 Sewer Fund Budget does not specifically include funds for such a project, but we should consider funding a sewer master plan project in FY 25.

Alta Planning Commission

The Alta Planning Commission did not meet in September, and is tentatively scheduled to meet Tuesday, October 26th to consider a request to amend a subdivision plat to allow a condominium owner to build a deck in what is currently homeowners association common area.

Alta Town Council



Staff Report:

October 11, 2023

To: Town Council

From: Jen Clancy, Town Clerk & Molly Austin, Deputy Town Clerk

Date Written: October 4, 2023

Town Clerk – Jen

- **Audit:** The on-site visit for our FY 2023 audit will be on October 17th. We are trying to complete the audit in time for the November TC meeting to leave ample room for a budget amendment in December.
- **Water Fund:** regarding the water funds “due to” the General Fund – staff needs additional time to compile some information for the council to consider. We are planning to have this on the agenda in November.
- **The Marshal’s Office** needs to purchase some radios (~\$25k worth) that will be used by the Alta Ski Area employees (they are unable to purchase them directly). ASL will compensate the Town for the full cost of the radios, so the net to the Town is \$0. The radios are used to coordinate essential operations and communicate public safety information. The radios will continue to be “owned” by AMO. We have not budgeted for the revenue or expense, but plan to include it in the proposed December amendment. The police department’s budget has plenty of funds to support this purchase, so like what we did last fall with the administrative budget adjustment for the wage study we wanted to bring this to your attention to let you know what we are planning and see if there are any concerns from the council.
- **Civil Code Enforcement:** Legal council has prepared a staff report and compiled civil code enforcement language. Those materials will be sent to you after the October council meeting and we will plan for some discussion at the November council meeting.
- **Elections:** We will hold the general election on November 21, 2023 for two, 4-year town council seats. More information can be found on our website: <https://townofalta.com/town-services/voting-elections/>

Deputy Town Clerk - Molly

- **Council Meeting Dog License Reporting:** Temporary dog licenses issued with a start date between 9/7/2023 – 10/4/2023
 - McMaster, Brooke (2 days) 9/8/2023
 - Goodson, Talley (14 days) 9/13/2023
 - Leines, Ginnymarie (13 days) 9/17/2023
 - Johnson, Ellie (5 days) 9/26/2023
 - Decker, Marcia (8 days) 9/29/2023
- **Business License Renewal Process Started**
- **Upcoming:** Utah Business License Assc. Conference (Oct. 11 -13)

Alta Justice Court - Molly

- **The Alta Justice Court** is in operation. Court is held monthly in a virtual setting.
 - Next court date – Thursday, October 19 at 5:30 PM
- **Continued training** for Court Clerk Certification
- **Attended annual TAC Conference** (Sept. 25 – 27)

Department Incident Activity Report

Date Reported: 09/01/2023 - 09/30/2023 | Show Subclasses: True



ALTA MARSHAL'S OFFICE
 PO BOX 8016
 ALTA, UT 84092
 801.742.3522
 AMO@TOWNOFALTA.COM

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
AGENCY ASSIST	2	0	2	0	0	0	0	0.0
Assist Other Agency	2	0	2	0	0	0	0	0.0
ALARM	3	0	3	0	0	0	0	0.0
Fire Alarm	2	0	2	0	0	0	0	0.0
Residential Alarm	1	0	1	0	0	0	0	0.0
CITIZEN	2	0	2	0	0	0	0	0.0
ASSIST	2	0	2	0	0	0	0	0.0
FOREST SERVICE	35	0	35	0	0	0	0	0.0
PATROL	35	0	35	0	0	0	0	0.0
MOTORIST	5	0	5	0	0	0	0	0.0
ASSIST	5	0	5	0	0	0	0	0.0
PROPERTY	3	0	3	0	0	0	0	0.0
CHECK	2	0	2	0	0	0	0	0.0
Lost Property	1	0	1	0	0	0	0	0.0
TRAFFIC	8	0	8	0	0	0	0	0.0
VIOLATION	8	0	8	0	0	0	0	0.0
TRAFFIC ACCIDENT	3	0	3	0	0	0	0	0.0
Traffic Accident, Injury	1	0	1	0	0	0	0	0.0
Traffic Accident, Vehicle Damage	2	0	2	0	0	0	0	0.0
UTILITY PROBLEM	1	0	1	0	0	0	0	0.0
Other Utility Problem	1	0	1	0	0	0	0	0.0
VIN	2	0	2	0	0	0	0	0.0
INSPECTION	2	0	2	0	0	0	0	0.0
WATERSHED OFFENSE	2	0	2	0	0	0	0	0.0
OTHER	2	0	2	0	0	0	0	0.0
Event Totals	66	0	66	0	0	0	0	0.0



UFA Report October 2023

Strategic Plan update: UFA held five community meetings in September to gather input from our municipalities focused on a SWOC analysis (Strengths, Weaknesses, Opportunities, Challenges). A zoom meeting for any city official or staff member that missed the in-person meetings will be held on Oct. 5. The Strategic Planning Committee will compile all the data that has been gathered and write the draft plan.

Construction update: A grand opening ceremony in Eagle Mountain was held on Sept. 19 at station 253 to kick off operations for that station and station 251 as construction is now complete.

Magna station 102 update:

- There was water that entered the station from a severe thunderstorm and moisture remediation is complete. Drywall has been replaced in areas that were damaged, carpet that got wet was replaced, and rubber base molding reinstalled.
- All appliances have been installed.
- Metal planter boxes have been placed on the east side of the station for a crew-maintained vegetable garden. A four-foot aluminum fence surrounding this area will be installed next week.
- A small area of concrete will need to be re-poured, since the initial concrete did not meet specification strength.
- The west masonry block wall has an additional five courses of block added to provide the residents to the west consistent visual and noise shielding.
- We anticipate that the move-in will likely occur sometime in late October to early November 2023.

Fire Prevention Week Oct 9 to 15: UFA will do community and media outreach this week to focus on kitchen safety. This will include a kitchen demonstration and a life grease fire demonstration. Messages for Fire Prevention week include:

1. Stay in the kitchen if you are ever frying, boiling, grilling, or broiling food. If you do have to leave, turn off the stove or oven.
2. Keep anything that can catch fire, including oven mitts, wooden utensils, food packaging or towels away from your stovetop.
3. If you have a grease fire, turn off the burner and if safe, smother the flames by sliding a lid over the pan. Leave the pan covered until completely cooled.
4. For an oven fire, turn the oven off and keep the door CLOSED.
5. If you have any doubt about fighting a small fire, just get out and leave. Close the door behind you to help contain the fire.
6. Call 9-1-1 once you are safely outside.

Retirements: Captain Terence Haynes retired in September after 29.5 years of service to UFA and Salt Lake County. Terry worked at many stations throughout the valley finishing his career at station 111 in Magna.

Town of Alta
Bank Account Balance Summary

Account #	Account	9/30/2023	8/30/2023	7/31/2023
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GENERAL FUND

01-11610	PTIF - General Fund	\$ 1,800,401	\$ 2,652,787	\$ 2,630,190
10-12640	PTIF - C Road Funds (restricted)	\$ 63,204	\$ 70,007	\$ 69,694
10-12690	PTIF - Impact Fee (restricted)	\$ 17,504	\$ 19,917	\$ 19,828
10-12700	PTIF - Beer Fund (restricted)	\$ 25,878	\$ 25,763	\$ 25,648
10-12710	PTIF - Post-Employment (restricted)	\$ 114,190	\$ 98,736	\$ 98,294
01-11110	KeyBank	\$ 319,519	\$ 227,201	\$ 191,273
01-11215	Keybank PO	\$ 1,478	\$ 1,406	\$ 1,033
Total Fund Balance		\$ 2,342,175	\$ 3,095,818	\$ 3,035,958

CAPITAL PROJECTS FUND

45-12100	Capital Projects Fund (restricted)	\$ 1,273,907	\$ 638,406	\$ 643,826
Total Fund Balance		\$ 1,273,907	\$ 638,406	\$ 643,826

WATER FUND

51-11140	PTIF Water (restricted)	\$ 596,431	\$ 696,573	\$ 693,450
Total Fund Balance		\$ 596,431	\$ 696,573	\$ 693,450

SEWER FUND

52-11130	PTIF Sewer (restricted)	\$ 550,274	\$ 548,445	\$ 545,987
Total Fund Balance		\$ 550,274	\$ 548,445	\$ 545,987

Account Num	Account Title	2022-23	2022-23	2023-24	2023-24
		Prior year	Approved	Current year	Approved
		YTD Actual	Budget	YTD Actual	Budget
		6/30/2023	6/30/2023	6/30/2024	6/30/2024
COMBINED BUDGET SUMMARY: GF, Cap-Ex, Water, Sewer REVENUE					
Property Tax		253,115	265,918	7,423	405,165
Sales Tax		1,984,166	1,943,466	112,440	1,868,000
Other Taxes: Municipal Energy, Tele		113,342	96,489	12,964	91,150
Town Services:					
Permits, Licensing, Court Fines, Impact Fees		113,570	143,850	42,180	143,475
Sewer		158,648	159,431	36,899	197,000
Water		316,020	316,789	73,563	318,142
Restricted Gov Grants (County, USFS, SLC, 4th .25, PO, UDOT		142,298	129,785	14,431	104,250
Misc Revenue		190,762	163,798	50,812	282,000
	Total Revenue	3,271,920	3,219,526	350,711	3,409,182
EXPENSES					
Alta Justice Court		25,290	31,725	4,461	39,422
Economic Development		0	0	0	400
Government Administration					
Financial Preparation		97,831	116,707	1,032	125,717
General Operations		227,047	259,268	0	280,542
Town Services & Programs		158,019	203,752	9,202	172,929
Land Use Planning, Building Inspections, Zoning		142,361	168,564	23,562	175,581
Post Office		39,747	42,714	10,385	43,320
Public Safety					
Employees: Salaries and Benefits		865,819	984,916	248,361	1,142,767
Equipment: Resources to Complete Work		142,880	156,150	47,619	212,000
Recycling		21,671	21,800	3,571	24,300
Sewer		163,670	159,431	3,948	187,000
Town Council: Salaries, Training, Admin		72,075	81,585	6,406	92,472
Transportation		82,968	116,290	13,461	295,570
Water		164,696	198,691	18,639	219,195
Misc. Expenses		0	1,200	0	1,200
	Total Expenses (w/o CapEx Projects)	2,204,074	2,542,794	390,648	3,012,415
Capital Improvement Projects		102,701	228,660	161,191	835,944
	Total Expenses	2,306,775	2,771,454	551,839	3,848,359
COMBINED BUDGET SUMMARY					
Net Difference		1,067,847	676,732	-39,936	396,767
NET "GRAND" TOTAL - ALL 4 FUNDS BUDGET MUST = Zero		965,145	(7,999.00)	-329,684	0

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHKG-KEY BANK-COMBINED	254,724.42
01-11115	CASH - PAYROLL TAX ACCOUNT	140.81
01-11215	CASH - CONTRACT POST OFFICE	1,477.83
01-11310	PETTY CASH	50.00
01-11400	RETURNED CHECKS - CLEARING	125.00
01-11610	CASH IN PTIF GENERAL	1,800,401.18
01-11710	CASH CLEARING -AR	(87,104.09)
TOTAL COMBINED CASH		1,969,815.15
01-10100	TOTAL ALLOCA TO OTHER FUNDS	(2,650,123.15)
TOTAL UNALLOCATED CASH		(680,308.00)

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,938,303.65
45	ALLOCATION TO CAPITAL PROJECT FUND	684,008.48
51	ALLOCATION TO WATER FUND	5,752.15
52	ALLOCATION TO SEWER FUND	22,058.87
TOTAL ALLOCATIONS TO OTHER FUNDS		2,650,123.15
ALLOCATION FROM COMBINED CASH FUND - 01-10100		(2,650,123.15)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

GENERAL FUND

ASSETS

10-10100	CASH - COMBINED FUND	1,938,303.65	
10-12640	CASH IN PTIF - C ROAD FUND	63,203.98	
10-12690	IMPACT FEE FUND PTIF	17,504.17	
10-12700	BEER TAX FUNDS PTIF	25,878.39	
10-12710	POST EMPLOYMENT BENEFIT PTIF	114,190.43	
10-13110	ACCOUNTS RECEIVABLE	46,931.34	
10-13200	DUE FROM OTHER GOVERNMENTS	73,918.02	
10-13510	TAXES RECEIVABLE - CURRENT	4,811.79	
10-13700	PROP TAX RECEIVABLE - CURRENT	400,165.00	
10-14210	DUE FROM OTHER FUNDS	358,370.00	
TOTAL ASSETS			3,043,276.77

LIABILITIES AND EQUITYLIABILITIES

10-21310	ACCOUNTS PAYABLE	(8,551.56)	
10-21500	WAGES PAYABLE	10,860.88	
10-22200	RETIREMENT PAYABLE	2,037.93	
10-22210	FICA PAYABLE	1,264.55	
10-22220	FEDERAL WITHHOLDING PAYABLE	1,621.05	
10-22230	STATE WITHHOLDING PAYABLE	669.97	
10-22500	HEALTH & DENTAL INS PAYABLE	(80.25)	
10-22555	FLEX/CAFETERIA WITHHOLDING	224.81	
10-22600	REVEGETATION DEPOSITS	19,760.00	
10-22700	DEFERRED REVENUE/PROPERTY TAX	400,165.00	
10-22725	EMPLOYEE 401K WITHHOLDING	1,121.72	
10-22755	EMPLOYEE ROTH IRA WITHHOLDING	156.43	
TOTAL LIABILITIES			429,250.53

FUND EQUITY

10-27515	NONSPENDABLE	14,371.00	
10-27550	C-ROAD FUND RESERVE	10,154.12	
10-27570	RESERVE-POST EMPLOYMENT	30,000.00	
10-27640	ASSIGNED FUND BALANCE	38,574.00	
UNAPPROPRIATED FUND BALANCE:			
10-29800	BALANCE - BEGINNING OF YEAR	2,736,791.28	
	REVENUE OVER EXPENDITURES - YTD	(215,864.16)	
BALANCE - CURRENT DATE		2,520,927.12	
TOTAL FUND EQUITY			2,614,026.24
TOTAL LIABILITIES AND EQUITY			3,043,276.77

TOWN OF ALTA
BALANCE SHEET
SEPTEMBER 30, 2023

CAPITAL PROJECT FUND

ASSETS

45-10100	CASH - COMBINED FUND	684,008.48	
45-12100	RESTRICT CASH-CAPITAL IMPROVE	1,273,907.41	
	TOTAL ASSETS		1,957,915.89

LIABILITIES AND EQUITY

LIABILITIES

45-21310	ACCOUNTS PAYABLE	125.00	
	TOTAL LIABILITIES		125.00

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
45-29800	BEGINNING OF YEAR	1,328,540.57	
	REVENUE OVER EXPENDITURES - YTD	(50,749.68)	
	BALANCE - CURRENT DATE	1,277,790.89	
	TOTAL FUND EQUITY		1,277,790.89
	TOTAL LIABILITIES AND EQUITY		1,277,915.89

TOWN OF ALTA
BALANCE SHEET
SEPTEMBER 30, 2023

WATER FUND

ASSETS

51-10100	CASH - COMBINED FUND	5,752.15	
51-11140	PTIF CAPITAL ACQUISTION-WATER	596,431.48	
51-13110	ACCOUNTS RECEIVABLE	100,962.40	
51-16310	WATER DISTRIBUTION SYSTEM	2,050,911.46	
51-16510	MACHINERY AND EQUIPMENT	17,922.82	
51-17500	ACCUMULATED DEPRECIATION	(1,255,424.23)	
	TOTAL ASSETS		1,516,556.08

LIABILITIES AND EQUITY

LIABILITIES

51-21310	ACCOUNTS PAYABLE	1,734.62	
51-22620	DUE TO OTHER FUNDS - LONGTERM	358,370.00	
	TOTAL LIABILITIES		360,104.62

FUND EQUITY

51-26520	NET INVESTMENT/CAPITOL ASSETS	1,068,497.00	
	UNAPPROPRIATED FUND BALANCE:		
51-29800	UNRESTRICTED NET POSITION	132,915.49	
	REVENUE OVER EXPENDITURES - YTD	(45,269.03)	
	BALANCE - CURRENT DATE	87,646.46	
	TOTAL FUND EQUITY		1,156,143.46
	TOTAL LIABILITIES AND EQUITY		1,516,248.08

TOWN OF ALTA
BALANCE SHEET
SEPTEMBER 30, 2023

SEWER FUND

ASSETS

52-10100	CASH - COMBINED FUND	22,058.87	
52-11130	PTIF CASH RESTRICTED	550,274.08	
52-13110	ACCOUNTS RECEIVABLE	55,394.92	
52-16310	SEWER SYSTEM	848,217.93	
52-17500	ACCUMULATED DEPRECIATION	(688,145.81)	
	TOTAL ASSETS		787,799.99

LIABILITIES AND EQUITY

LIABILITIES

52-21310	ACCOUNTS PAYABLE	(31.58)	
	TOTAL LIABILITIES		(31.58)

FUND EQUITY

52-26520	NET INVESTMENT/CAPITAL ASSESTS	290,453.00	
	UNAPPROPRIATED FUND BALANCE:		
52-29800	UNRESTRICTED NET POSITION	464,206.82	
	REVENUE OVER EXPENDITURES - YTD	33,171.75	
	BALANCE - CURRENT DATE	497,378.57	
	TOTAL FUND EQUITY		787,831.57
	TOTAL LIABILITIES AND EQUITY		787,799.99

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
GENERAL FUND REVENUE								
TAXES								
10-31-100	CURRENT YEAR PROPERTY TAXES	238,968	251,771		7,423	400,165	2%	truth in taxation
10-31-101	TAX INCREMENT - CRA	0	0		0	0	0%	
10-31-200	PRIOR YEAR PROPERTY TAXES	14,147	14,147	reflecting actual	0	5,000	0%	
10-31-300	SALES AND USE TAXES	1,984,166	1,943,466	includes April #s	112,440	1,868,000	6%	sales (1.8M), 0.1% RR (68k)
10-31-310	4th .25 TAX	52,010	42,000		3,565	39,200	9%	avg of previous 3 years
10-31-400	ENERGY SALES AND USE TAX	107,367	90,000		11,397	85,000	13%	
10-31-410	TELEPHONE USE TAX	5,975	6,489		1,568	6,150	25%	avg of previous 3 years
Total		2,402,633	2,347,873		136,392	2,403,515	6%	
LICENSES AND PERMITS								
10-32-100	BUSINESS LICENSES AND PERMITS	20,476	20,500		20,364	20,500	99%	
10-32-150	LIQUOR LICENSES	5,900	5,675		5,800	5,675	102%	
10-32-210	BUILDING PERMITS	19,961	49,000	avg of previous 3 years	6,588	49,000	13%	avg of previous 3 years
10-32-220	PARKING PERMITS	19,010	14,375		0	14,000	0%	
10-32-250	ANIMAL LICENSES	14,765	14,000		1,230	14,000	9%	
Total LICENSES AND PERMITS:		80,112	103,550		33,982	103,175	33%	
INTERGOVERNMENTAL REVENUE								
10-33-100	WFRC MATCHING GRANT	0	0		0	0	0%	
10-33-200	SALT LAKE CITY	0	0		0	0	0%	
10-33-275	SLC TRAILS	17,311	14,312	kiosk 1.9k	0	0	0%	completed in FY23
10-33-300	COUNTY - COMMUNITY DEVELOPMENT	0	0		0	0	0%	
10-33-350	COUNTY - TRANSPORTATION	0	0		0	0	0%	
10-33-375	COUNTY - ZAP	0	0		0	0	0%	
10-33-400	STATE GRANTS	8,874	8,450	kiosk project under budget	0	0	0%	
10-33-450	FEDERAL GRANTS	0	0		0	0	0%	
10-33-560	CLASS C" ROAD FUND ALLOTMENT"	14,080	15,000		5,403	15,000	36%	
10-33-580	STATE LIQUOR FUND ALLOTMENT	5,073	5,073		0	5,100	0%	
10-33-600	SISK	3,000	3,000		0	3,000	0%	FS help with summer rd patrol
10-33-650	POST OFFICE	21,850	21,850		5,462	21,850	25%	
10-33-700	UDOT	8,000	8,000		0	8,000	0%	plus \$15k UDOT/Tom Moore toilet ?
Total INTERGOVERNMENTAL REVENUE:		78,188	75,685		10,866	52,950	21%	

		2022-23 Prior year YTD Actual	2022-23 Approved Budget	2022-23 NOTES Budget	2023-24 Current year YTD Actual	2023-24 Approved Budget	2023-24 Percent of Budget	2023-24 NOTES Budget
Account Num	Account Title	6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
CHARGES FOR SERVICES								
10-34-240	REVEGETATION BONDS	0	2,000		0	2,000	0%	
10-34-430	PLAN CHECK FEES	10,979	15,000		4,037	15,000	27%	
10-34-550	PLANNING COMM REVIEW FEES	0	300		300	300	100%	
10-34-600	GLASS RECYCLING	0	0		0	0	0%	
10-34-760	FACILITY CENTER USE FEES	0	0		0	0	0%	
10-34-810	IMPACT FEES	2,000	2,000		0	2,000	0%	
Total CHARGES FOR SERVICES:		12,979	19,300		4,337	19,300	22%	
FINES AND FORFEITURES								
10-35-100	COURT FINES	20,478	21,000	reduced	3,861	21,000	18%	reduced
Total FINES AND FORFEITURES:		20,478	21,000		3,861	21,000	18%	
MISCELLANEOUS REVENUE								
10-36-100	INTEREST EARNINGS	83,673	61,098		39,725	40,000	99%	
10-36-300	OTHER FINANCING SOURCES	0	0		0	0	0%	
10-36-400	SALE OF FIXED ASSETS	21,700	21,700	sale 2013 tacoma	100	16,000	1%	sale 2015 tacoma, ATV
10-36-620	MISCELLANEOUS	51,868	50,000	UTA in lieu bus \$, PEHP refund	1,262	204,000	1%	UTA, \$44k ASL/lodging partners)
10-36-700	CONTRIB FROM PRIVATE SOURCES	8,000	8,000	ranger program (FOA, ASL)	0	8,000	0%	ranger program (FOA, ASL)
10-36-800	DONATIONS	0	0		0	0	0%	
10-36-810	METERING	12,100	12,100		0	12,100	0%	ski areas split, town issues payments
10-36-820	4x4 ENFORCEMENT	0	0		0	0	0%	
10-36-900	SUNDRY REVENUES	1,720	4,000		770	4,000	19%	
10-36-910	REFUNDABLE SALES TAX	0	0		0	0	0%	
Total MISCELLANEOUS REVENUE:		179,061	156,898		41,857	284,100	15%	
TRANSFERS INTO GENERAL FUND								
10-39-200	USE OF UNRESERVED FUND BALANCE	0	0		0	0	0%	
10-39-250	USE OF RESERVED FUNDS	0	36,297	Post Emp Fund: JHG (trans 5/25/23)	0	8,250	0%	Post Emp Fund: JHG (trans 10/5/23)
10-39-400	TRANSFERS FROM CAP PROJ FUND	0	0		0	0	0%	
10-39-410	TRANSFERS FROM IMPACT FUND	0	4,500	study 10-75-740 (trans 9/26/23)	0	0	0%	
10-39-420	TRANSFERS FROM SEWER FUND	0	0		0	0	0%	
10-39-430	TRANSFERS FROM WATER FUND	0	0		0	0	0%	
Total TRANSFERS INTO GENERAL FUND:		0	40,797	trans via JE, don't show if same fund	0	8,250	0%	
GENERAL FUND Revenue Total:		2,773,451	2,724,306		231,296	2,884,040	8%	
GENERAL FUND Transfer IN Total:		0	40,797	trans via JE, don't show if same fund	0	8,250	0%	
CASH AVAILABLE FOR GENERAL FUND		2,773,451	2,765,103		231,296	2,892,290	8%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
GENERAL FUND EXPENSES								
LEGISLATIVE								
10-41-110	SALARIES - MAYOR AND COUNCIL	18,000	18,000		4,500	18,000	25%	
10-41-120	REMUNERATION	0	0		0	0	0%	
10-41-130	EMPLOYEE BENEFITS	0	0		0	100	0%	
10-41-131	EMPLOYER TAXES	1,431	1,300		358	1,500	24%	
10-41-230	TRAVEL	0	1,500		0	1,000	0%	
10-41-280	TELECOM	0	200		0	0	0%	
10-41-330	EDUCATION AND TRAINING	1,531	1,500	mid-year conf st george	495	4,000	12%	
10-41-620	MISCELLANEOUS	27	250		20	250	8%	
Total LEGISLATIVE:		20,989	22,750		5,373	24,850	22%	
COURT								
10-42-110	SALARIES AND WAGES	16,331	15,000	Judge and 15% DTC	2,292	20,722	11%	Judge and 15% DTC
10-42-130	EMPLOYEE BENEFITS	109	125		0	125	0%	
10-42-131	EMPLOYER TAXES	1,247	1,000		182	1,825	10%	
10-42-230	TRAVEL	100	600		114	750	15%	updated
10-42-240	OFFICE SUPPLIES AND EXPENSE	20	500		0	500	0%	
10-42-280	TELEPHONE	0	0		0	0	0%	
10-42-310	PROFESSIONAL & TECHNICAL	0	100		0	100	0%	
10-42-330	EDUCATION & TRAINING	125	500		100	1,500	7%	2 conferences
10-42-480	INDIGENT DEFENSE SVCS	0	2,400		0	2,400	0%	
10-42-481	VICTIM REPARATION SURCHARGE	6,816	11,000		1,712	11,000	16%	
10-42-620	MISCELLANEOUS SERVICES	542	500		61	500	12%	
Total COURT:		25,290	31,725		4,461	39,422	11%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
ADMINISTRATIVE								
10-43-110	SALARIES AND WAGES	249,976	278,000		58,942	277,469	21%	Interim Manager, No ATA for first Q
10-43-111	PERFORMANCE BONUS	6,100	6,100		0	4,600	0%	
10-43-130	EMPLOYEE BENEFITS	834	2,000		162	2,000	8%	
10-43-131	EMPLOYER TAXES	22,924	22,240		5,172	22,198	23%	
10-43-132	INSUR BENEFITS	52,387	75,180		7,526	78,187	10%	4% increase
10-43-133	URS CONTRIBUTIONS	46,582	51,904		8,150	69,000	12%	
10-43-140	TERMINATION BENEFITS	38,065	36,297	true up	8,250	8,250	100%	JHG, special fund
10-43-210	BOOKS, SUBSCRIPT & MEMBERSHIPS	3,625	3,400		1,088	3,500	31%	
10-43-220	PUBLIC NOTICES	0	0		1,033	2,000	52%	TNT
10-43-230	TRAVEL	1,445	1,600		55	3,000	2%	
10-43-240	OFFICE SUPPLIES AND EXPENSE	1,938	4,000		1,331	4,000	33%	
10-43-245	IT SUPPLIES & MAINT	15,995	16,000		3,317	17,600	19%	
10-43-250	EQUIPMENT/SUPPLIES & MNTNCE	132	3,500		44	4,800	1%	
10-43-255	VEHICLE SUPPLIES & MAINTENANCE	0	0		0	0	0%	
10-43-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	16	0		0	0	0%	move to building maintenance dept
10-43-265	VEHICLE LEASE PAYMENTS	0	0		0	0	0%	
10-43-270	UTILITIES	0	0		0	0	0%	
10-43-280	TELEPHONE	5,318	4,600		887	4,600	19%	
10-43-310	PROFESSIONAL/TECHNICAL/SERVICE	8,518	10,000		455	10,000	5%	
10-43-315	PROF CONSULTANT SERVICES	6,400	5,500	JHG contract	16,325	40,000	41%	2/3 JHG (other 1/3 water)
10-43-320	PROF/TECH/SERVICES/ACCOUNTING	3,848	10,000		0	10,000	0%	
10-43-325	PROF SERVICES - LEGAL	65,408	75,000		2,622	60,000	4%	
10-43-330	EDUCATION & TRAINING	1,693	2,500	ULCT, UMCA, Bus Lic, ULCT Mid-Year	825	3,000	28%	
10-43-350	ELECTIONS	0	500		0	2,500	0%	
10-43-440	BANK CHARGES	3,165	3,000		1,032	3,500	29%	new protections
10-43-500	INSURANCE DEDUCTIBLE EXPENSE	0	0		0	0	0%	
10-43-510	INSURANCE AND SURETY BONDS	4,450	5,100		4,299	5,100	84%	
10-43-515	WORKERS COMPENSATION INS	1,783	2,000		895	2,400	37%	
10-43-610	MISCELLANEOUS SUPPLIES	216	1,000		77	1,500	5%	
10-43-620	MISCELLANEOUS SERVICES	1,862	2,500		2,218	3,500	63%	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0	0%	
Total ADMINISTRATIVE:		542,680	621,921		124,706	642,704	19%	

		2022-23 Prior year YTD Actual	2022-23 Approved Budget	2022-23 NOTES Budget	2023-24 Current year YTD Actual	2023-24 Approved Budget	2023-24 Percent of Budget	2023-24 NOTES Budget
Account Num	Account Title	6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
MUNICIPAL BUILDINGS								
10-45-110	SALARIES AND WAGES	9,673	15,000		3,664	48,706	8%	exhance project execution
10-45-111	PERFORMANCE BONUS	450	450		0	250	0%	
10-45-130	EMPLOYEE BENEFITS	169	200		10	200	5%	
10-45-131	EMPLOYER TAXES	800	1,200		295	3,896	8%	
10-45-132	INSUR BENEFITS	0	0		0	0	0%	
10-45-133	URS CONTRIBUTIONS	218	300		0	0	0%	
10-45-255	VEHICLE SUPPLIES & MAINTENANCE	58	0		0	0	0%	
10-45-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	4,643	4,000		680	5,000	14%	modifications to first floor entry
10-45-265	TOM MOORE BLDG/MNTNCE	0	0		0	0	0%	moved to cap ex
10-45-270	UTILITIES	4,805	4,600		127	4,600	3%	
10-45-510	INSURANCE AND SURETY BONDS	1,084	2,500		1,141	2,500	46%	
10-45-610	MISCELLANEOUS SUPPLIES	0	500		0	500	0%	
10-45-740	CAPITAL OUTLAY-EQUIPMENT	0	0		0	0	0%	
Total MUNICIPAL BUILDINGS:		21,899	28,750		5,916	65,652	9%	
NON-DEPARTMENTAL								
10-50-330	TOWN EVENTS	2,039	2,500	Canyon Clean UP. \$1.2k t shirts	98	3,500	3%	Canyon clean up, costs increasing
10-50-340	CENTRAL WASATCH COMM / CWC	15,000	15,000		15,000	15,000	100%	
10-50-350	SLC COMM RENEWABLE ENERGY PROG	0	0	we already pd in FY22	0	400	0%	our portion of customer mailer
10-50-610	MISCELLANEOUS SUPPLIES	0	1,200		0	1,200	0%	
10-50-620	AUDIT	10,000	10,000		0	10,000	0%	
10-50-640	MISC SERVICES	51	1,000		0	1,000	0%	
10-50-650	INSURANCE CLAIMS	0	0		0	0	0%	
10-50-910	REFUNDABLE SALES TAX PAID	0	0		0	0	0%	
Total NON-DEPARTMENTAL:		27,090	29,700		15,098	31,100	49%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
TRANSPORTATION								
10-51-325	PROF & TECH SERVICES - LEGAL	3,790	10,000		0	5,000	0%	contract renewal parking
10-51-630	WFRC MATCHING GRANT FUNDS	0	0		0	0	0%	
10-51-631	TRAILHEAD PROJECTS	4,461	12,290	kiosk	0	0	0%	
10-51-635	MEDIAN	0	1,000		0	1,000	0%	
10-51-636	EXPANDED UTA BUS SERVICE	55,000	55,000		0	0	0%	
10-51-637	FLAGSTAFF LOT IMPROVEMENTS	0	0		0	0	0%	
10-51-638	TRAFFIC MANAGEMENT	22	3,000		55	5,000	1%	new road signs,
10-51-640	MISCELLANEOUS	0	0		880	0	0%	michigan city road?
10-51-645	ALTA RESORT SHUTTLE	9,000	9,000		0	230,470	0%	\$82k Resort, \$41k Night, \$107k Town
10-51-700	PARKING PERMITS	10,696	10,000	permits and plowing	0	10,000	0%	
10-51-810	METERING	0	0		0	12,100	0%	cost covered by ASL/SB in 10-36-810
Total TRANSPORTATION:		82,968	100,290		935	263,570	0%	
PLANNING AND ZONING								
10-53-120	COMMISSION REMUNERATION	0	375		0	2,000	0%	if meet every other month
10-53-220	PUBLIC NOTICES	0	0		0	250	0%	
10-53-230	TRAVEL	0	500		0	1,000	0%	
10-53-240	OFFICE SUPPLIES AND EXPENSE	0	150		0	150	0%	
10-53-310	PROFESSIONAL & TECHNICAL	1,500	5,000		0	5,000	0%	
10-53-315	PROF & TECH SERVICES - LAWSUIT	0	0		0	0	0%	
10-53-325	PROF & TECH SERVICES - LEGAL	8,611	10,000		1,260	10,000	13%	
10-53-330	EDUCATION AND TRAINING	0	400		0	500	0%	
10-53-510	INSURANCE & SURETY BONDS	3,565	3,800		3,534	3,800	93%	
10-53-610	MISCELLANEOUS SUPPLIES	0	300		0	300	0%	
10-53-620	MISCELLANEOUS SERVICES	63	300		0	300	0%	
Total PLANNING AND ZONING:		13,738	20,825		4,794	23,300	21%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Nun	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
POLICE DEPARTMENT								
10-54-110	SALARIES AND WAGES	584,292	650,000		173,169	768,147	23%	
10-54-111	PERFORMANCE BONUS	16,070	16,070		0	11,970	0%	
10-54-130	EMPLOYEE BENEFITS	11,465	13,000		163	15,000	1%	
10-54-131	EMPLOYER TAXES	48,329	52,000		13,336	61,450	22%	
10-54-132	INSUR BENEFITS	118,284	140,000		40,059	158,000	25%	
10-54-133	URS CONTRIBUTIONS	87,378	113,846		21,636	128,200	17%	
10-54-140	TERMINATION BENEFITS	0	0		0	0	0%	
10-54-210	BOOKS/SUBSCRIP/MEMBERSHIPS	5,246	1,000		200	12,500	2%	taser membership, Lexipol, Axon
10-54-230	TRAVEL	623	750		90	1,000	9%	
10-54-240	OFFICE SUPPLIES AND EXPENSE	406	2,000		0	1,500	0%	
10-54-245	IT SUPPLIES AND MAINT	14,311	15,000		2,781	13,500	21%	disptach console, computers
10-54-250	EQUIP/SUPPLIES & MNTNCE	2,250	2,400		0	2,500	0%	
10-54-255	VEHICLE SUPPLIES & MAINTENANCE	15,149	25,000		15,099	25,000	60%	Stalker VMS wireless signal
10-54-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	31,605	32,000	big snow removal year	4,055	59,500	7%	replacemnt
10-54-265	VEHICLE LEASE PAYMENTS	60	0		0	0	0%	
10-54-270	UTILITIES	9,061	8,000		965	8,000	12%	
10-54-280	TELEPHONE	9,427	8,250		4,723	8,000	59%	
10-54-310	PROFESS/TECHNICAL SERVICES	0	2,000		0	2,000	0%	
10-54-325	PROF & TECH SERVICES - LEGAL	4,884	10,000		965	10,000	10%	
10-54-330	EDUCATION AND TRAINING	4,809	9,500		1,948	10,000	19%	police 1, armour school
10-54-470	UNIFORMS	2,160	3,500		985	4,500	22%	
10-54-480	SPECIAL DEPARTMENT SUPPLIES	9,308	11,000	taser membership, ammo	1,446	12,000	12%	potential hand gun purchase
10-54-500	INSURANCE DEDUCTIBLE EXPENSE	0	500		0	500	0%	
10-54-510	INSURANCE AND SURETY BONDS	12,136	1,400	budget, dept under budget	11,875	12,500	95%	updated number based on cost
10-54-515	WORKERS COMPENSATION INS	3,571	4,250		1,791	5,000	36%	
10-54-610	MISCELLANEOUS SUPPLIES	477	2,500		80	2,500	3%	
10-54-620	MISCELLANEOUS SERVICES	5,295	5,000		615	9,500	6%	includes weather forecasting
10-54-740	CAPITAL OUTLAY - EQUIPMENT	7,127	7,127	2022 tacoma setup	0	0	0%	
10-54-810	METERING	12,100	12,100	alta/bird split	0	12,000	0%	assuming continue next year
10-54-820	4x4 ENFORCEMENT	0	0		0	0	0%	
Total POLICE DEPARTMENT:		1,015,826	1,148,193		295,980	1,354,767	22%	
ECONOMIC DEVELOPMENT								
10-55-230	TRAVEL	0	0		0	0	0%	
10-55-310	ACVB CONTRIBUTION	0	0	ACVB dissolving	0	0	0%	consider placemaking budget?
10-55-480	ACVB Matching Grant Funds	0	0		0	0	0%	
Total ECONOMIC DEVELOPMENT:		0	0		0	0	0%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
POST OFFICE								
10-56-110	SALARIES AND WAGES	26,907	26,245		7,117	29,249	24%	
10-56-111	PERFORMANCE BONUS	1,100	1,100		0	700	0%	
10-56-130	EMPLOYEE BENEFITS	240	300		20	300	7%	
10-56-131	EMPLOYER TAXES	1,532	2,300		566	2,340	24%	updated
10-56-210	BOOKS/SUBSCRIP/MEMBERSHIPS	0	0		0	0	0%	
10-56-230	TRAVEL	0	100		0	100	0%	
10-56-240	OFFICE SUPPLIES & EXPENSE	351	375		68	400	17%	
10-56-245	IT SUPPLIES AND MAINT	36	200		18	500	4%	office software
10-56-250	EQUIP/SUPPLIES AND MNTNCE	943	1,000		222	1,000	22%	
10-56-260	BLDGS/GOUNDS-SUPPLIES/MNTNCE	4,244	5,000	snow removal	0	2,500	0%	roof patch, shelving improvements
10-56-270	UTILITIES	2,521	3,000		132	3,000	4%	
10-56-280	TELEPHONE	1,691	1,800		434	1,900	23%	
10-56-440	BANK CHARGES - Alta CPO Acct	0	0		0	0	0%	
10-56-480	SPECIAL DEPARTMENT SUPPLIES	5	100		0	100	0%	
10-56-510	INSURANCE & SURETY BONDS	694	594		612	606	101%	
10-56-515	WORKERS COMPENSATION INS	329	400		166	425	39%	
10-56-620	MISCELLANEOUS SERVICES	42	200		0	200	0%	
10-56-630	OVERAGE & SHORT	0	0		0	0	0%	
10-56-635	POST OFFICE INVENTORY	-888	0		1,031	0	0%	
10-56-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0	0%	
Total POST OFFICE:		39,747	42,714		10,385	43,320	24%	
FIRE PROTECTION								
10-57-310	PROFESS/TECHNICAL SERVICES	0	0		0	0	0%	
Total FIRE PROTECTION:		0	0		0	0	0%	

		2022-23 Prior year YTD Actual	2022-23 Approved Budget	2022-23 NOTES Budget	2023-24 Current year YTD Actual	2023-24 Approved Budget	2023-24 Percent of Budget	2023-24 NOTES Budget
Account Num	Account Title	6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
BUILDING INSPECTION								
10-58-110	SALARIES AND WAGES	0	0		0	0	0%	
10-58-120	PLAN CHECKS	2,211	3,500		285	3,500	8%	
10-58-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-58-210	BOOKS, SUBSCRIPTIONS & MEMBERS	0	0		0	0	0%	
10-58-230	TRAVEL	0	0		0	0	0%	
10-58-280	TELEPHONE	0	0		0	0	0%	
10-58-310	PROFESS/TECHNICAL INSPECTIONS	8,587	10,000		2,726	10,000	27%	
10-58-325	PROF SERVICES - LEGAL	460	500		0	600	0%	
10-58-330	EDUCATION AND TRAINING	0	0		0	0	0%	
10-58-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
10-58-481	BUILDING PERMIT - SURCHARGES	739	750		0	500	0%	
10-58-510	INSURANCE & SURETY BONDS	631	800		757	950	80%	
Total BUILDING INSPECTION:		12,628	15,550		3,768	15,550	24%	
STREETS - C ROADS								
10-60-110	SALARIES AND WAGES	0	0		0	0	0%	
10-60-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-60-250	EQUIP/SUPPLIES/MNTNCE	0	0		0	0	0%	
10-60-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	0	4,000	work couldn't get done	0	8,000	0%	
10-60-265	FLAGSTAFF LOT PAVING	0	0		0	0	0%	
10-60-310	PROFESS/TECHNICAL SERVICES	0	12,000	work couldn't get done, 2x in FY24	12,526	24,000	52%	dust control couldn't happen in FY23
10-60-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
Total STREETS - C ROADS:		0	16,000		12,526	32,000	39%	
RECYCLING								
10-62-210	BOOKS/SUBSCRIP/MEMBERSHIPS	0	0		0	0	0%	
10-62-230	TRAVEL	0	0		0	0	0%	
10-62-250	EQUIP/SUPPLIES/MNTNCE	0	0		0	0	0%	
10-62-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	1,629	1,500		0	1,500	0%	
10-62-310	CONTRACT SERVICES cardboard	20,042	20,000		3,571	22,500	16%	increase per agreement
10-62-315	CONTRACT SERVICES GLASS ONLY	0	0		0	0	0%	
10-62-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
10-62-610	MISCELLANEOUS SUPPLIES	0	300		0	300	0%	
Total RECYCLING:		21,671	21,800		3,571	24,300	15%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
HOMELAND SECURITY GRANT								
10-65-110	SALARIES AND WAGES	0	0		0	0	0%	
10-65-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-65-210	BOOKS, SUBSCRIPT & MEMBERSHIPS	0	0		0	0	0%	
10-65-250	EQUIP/SUPPLIES/MNTNCE	0	0		0	0	0%	
10-65-255	VEHICLE SUPPLIES & MAINTENANCE	0	0		0	0	0%	
10-65-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	0	0		0	0	0%	
10-65-310	PROFESSIONAL & TECHNICAL	0	0		0	0	0%	
10-65-330	EDUCATION AND TRAINING	0	0		0	0	0%	
10-65-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
10-65-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0	0%	
Total HOMELAND SECURITY GRANT:		0	0		0	0	0%	
GIS								
10-66-110	SALARIES AND WAGES	0	0	move to consultants	0	0	0%	exp moved below, hire consutants
10-66-111	PERFORMANCE BONUS	0	0		0	0	0%	
10-66-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-66-131	EMPLOYER TAXES	0	0		0	0	0%	
10-66-240	OFFICE SUPPLIES AND EXPENSE	0	500		0	500	0%	
10-66-250	EQUIPMENT/SUPPLIES & MNTNCE	0	0		0	0	0%	
10-66-310	PROFESS/TECHNICAL SERVICES	0	2,000		0	2,000	0%	hire consultants for work
10-66-330	EDUCATION AND TRAINING	0	0		0	0	0%	
10-66-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
10-66-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0	0%	
Total GIS:		0	2,500		0	2,500	0%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
SUMMER PROGRAM								
10-70-110	SALARIES AND WAGES	973	4,000		1,326	4,965	27%	4% increase
10-70-111	PERFORMANCE BONUS	150	150		0	150	0%	
10-70-130	EMPLOYEE BENEFITS	40	60		0	70	0%	
10-70-131	EMPLOYER TAXES	85	320		176	400	44%	
10-70-250	EQUIP-SUPPLIES/MNTNCE	2,486	6,000	park toilet etc.	1,558	6,000	26%	
10-70-255	VEHICLE SUPPLIES & MAINTENANCE	498	1,000		0	1,000	0%	
10-70-260	BLDGS/GROUNDS-STORAGE UNIT	2,909	3,372	flower pots, storage unit	3,996	5,000	80%	30% increase for storage unit
10-70-265	VEHICLE LEASE PAYMENTS	0	0		0	0	0%	
10-70-310	PROFESSIONAL & TECHNICAL	0	0		0	0	0%	
10-70-320	USFS RANGER	12,000	12,000		0	12,000	0%	from FOA/SLC
10-70-470	TRAILS	26,654	14,752	cecret lake	0	0	0%	
10-70-480	SPECIAL DEPARTMENT SUPPLIES	11	100		0	100	0%	
10-70-510	INSURANCE AND SURETY BONDS	395	400		398	400	99%	
10-70-515	WORKERS COMPENSATION INS	0	400		0	400	0%	
10-70-740	CAPITAL OUTLAY - EQUIPMENT	0	20,000		0	0	0%	
Total SUMMER PROGRAM:		46,202	62,554		7,453	30,485	24%	
IMPACT FEE								
10-72-110	SALARIES AND WAGES	0	0		0	0	0%	
10-72-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-72-250	EQUIP-SUPPLIES/MNTNCE	0	0		0	0	0%	
10-72-280	TELEPHONE	0	0		0	0	0%	
10-72-310	PROFESS/TECHNICAL SERVICES	4,500	4,500	community center feasibility study	0	0	0%	
10-72-325	PROF & TECH SERVICES - LEGAL	0	0		0	0	0%	
10-72-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
10-72-620	MISCELLANEOUS SERVICES	0	0		0	0	0%	
10-72-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0	0%	
Total IMPACT:		4,500	4,500		0	0	0%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
LIBRARY - COMMUNITY CENTER								
10-75-110	SALARIES AND WAGES	0	0		0	0	0%	covered in BM
10-75-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-75-250	EQUIP-SUPPLIES/MNTNCE	0	500		0	500	0%	
10-75-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	2,902	7,000		151	7,000	2%	
10-75-270	UTILITIES	3,278	2,500		132	3,600	4%	
10-75-280	TELEPHONE	0	0		0	0	0%	
10-75-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
10-75-510	INSURANCE & SURETY BONDS	1,427	1,427		1,369	1,500	91%	
10-75-620	MISCELLANEOUS SERVICES	0	100		0	100	0%	
10-75-740	CAPITAL OUTLAY - EQUIPMENT	0	10,500		0	0	0%	
Total LIBRARY - COMMUNITY CENTER:		7,608	22,027		1,652	12,700	13%	
COMMUNITY DEVELOPMENT								
10-78-110	SALARIES AND WAGES	0	0		0	0	0%	
10-78-130	EMPLOYEE BENEFITS	0	0		0	0	0%	
10-78-250	EQUIP-SUPPLIES/MNTNCE	0	0		0	0	0%	
10-78-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	0	0		0	0	0%	Placemaking?
10-78-310	PROGESS/TECHNICAL SERVICES	0	0		0	0	0%	
10-78-620	MISCELLANEOUS SERVICES	0	0		0	0	0%	
10-78-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0	0%	
Total COMMUNITY DEVELOPMENT:		0	0		0	0	0%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
TRANSFERS OUT OF GENERAL FUND								
10-90-510	TRANSFER TO WATER FUND	0	0		0	0	0%	
10-90-520	TRANSFER TO SEWER FUND	0	0		0	0	0%	
10-90-530	TRANSFER TO DEBT SERVICE	0	0		0	0	0%	
10-90-540	TRANS TO GENERAL FUND RESERVE	0	0		0	0	0%	
10-90-550	TRANS TO CAPITAL PROJECT FUND	680,000	581,303	actual amount \$680k	0	271,070	0%	
10-90-560	TRANS TO POST EMPLOYMENT FUND	0	0		0	15,000	0%	done 9/25/23
Total TRANSFERS OUT OF GENERAL FUND:		680,000	581,303		0	286,070	0%	
	GENERAL FUND Expenditure Total:	1,882,835	2,191,799		496,618	2,606,220	19%	
	GENERAL FUND TRANSFER OUT Total:	680,000	581,303		0	286,070	0%	
	GENERAL FUND BUDGET	2,562,835	2,773,102		496,618	2,892,290	17%	
GENERAL FUND SUMMARY								
GENERAL FUND Revenue & Transfer IN Total:		2,773,451	2,765,103		231,296	2,892,290	8%	
GENERAL FUND Expenditure & Transfer OUT Total:		2,562,835	2,773,102		496,618	2,892,290	17%	
Net Total GENERAL FUND:		210,616	-7,999	should have been zero, clerical error	-265,322	0	0%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
CAPITAL PROJECT FUND REVENUE								
INTERGOVERNMENTAL REVENUE								
45-33-400	STATE GRANT	0	0		0	0	0%	
Total INTERGOVERNMENTAL REVENUE:		0	0		0	0	0%	
MISCELLANEOUS REVENUE								
45-36-100	INTEREST	23,801	19,000		8,954	10,000	90%	
Total MISCELLANEOUS REVENUE:		23,801	19,000		8,954	10,000	90%	
TRANSFERS INTO CAPITAL PROJECT FUND								
45-39-100	TRANSFER FROM GENERAL FUND	680,000	581,303		0	271,070	0%	
45-39-250	USE OF RESERVED FUNDS	0	19,364		0	104,000	0%	
Total TRANSFERS INTO CAPITAL PROJECT FUND:		680,000	600,667		0	375,070	0%	
CAPITAL PROJECT FUND EXPENSE								
MUNICIPAL BUILDINGS								
45-45-740	TOWN OFFICE	6,332	6,332	windows	0	0	0%	
45-45-750	LIBRARY - COMMUNITY CENTER	13,812	14,567	garage vent, ladder	0	10,000	0%	tom moore toilet feasibility study
Total EXPENDITURE:		20,144	20,899		0	10,000	0%	
POLICE DEPT								
45-54-741	BUILDINGS	0	0		7,497	33,000	23%	security cameras 20, inventory closet 13
45-54-742	VEHICLES	0	0		50,607	61,000	83%	truck 50, ATV 11
45-54-743	EQUIPMENT	3,808	3,808	defihb	2,600	115,000	2%	gen 60, consol 15, radio 30, livscn 10
Total EXPENDITURE:		3,808	3,808		60,704	209,000	29%	
OTHER EXPENDITURES								
45-70-740	SUMMER PROGRAM	0	0		0	5,000	0%	playground improv
Total EXPENDITURE:		0	0		0	5,000	0%	
TRANSFERS OUT OF CAPITAL PROJECTS FUND								
45-90-200	CONTRIB TO FUND BALANCE	0	594,960		0	161,070	0%	
45-90-540	TRANS TO GENERAL FUND RESERVE	0	0		0	0	0%	
Total TRANSFERS OUT OF CAPITAL PROJECTS FUND		0	594,960		0	161,070	0%	
CAPITAL PROJECT FUND Revenue & Transfer Total		703,801	619,667		8,954	385,070	2%	
CAPITAL PROJECT FUND Expenditure Total:		23,952	619,667		60,704	385,070	16%	
Net Total CAPITAL PROJECT FUND:		679,850	0		-51,750	0	0%	

		2022-23 Prior year YTD Actual	2022-23 Approved Budget	2022-23 NOTES Budget	2023-24 Current year YTD Actual	2023-24 Approved Budget	2023-24 Percent of Budget	2023-24 NOTES Budget
Account Num	Account Title	6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
WATER FUND REVENUE								
CHARGES FOR SERVICES								
51-34-100	WATER SALES	252,802	255,331		58,952	286,066	21%	~ 16% increase
51-34-101	WATER SALES - OVERAGE	34,668	34,668		5,380	12,076	45%	
51-34-102	WATER SALES - OTHER	14,990	14,990		0	10,000	0%	
51-34-200	CONNECTION FEES	0	0		0	0	0%	
Total CHARGES FOR SERVICES:		302,461	304,989		64,332	308,142	21%	
MISCELLANEOUS REVENUE								
51-36-100	INTEREST EARNINGS	13,217	11,800	updated	9,231	10,000	92%	updated
51-36-200	BOND PROCEEDS	0	0		0	0	0%	
51-36-300	OTHER FINANCING SOURCES	0	0	portion BOR grant forfeited	0	0	0%	
51-36-800	DONATIONS	0	0		0	0	0%	
51-36-810	IMPACT FEES	0	0		0	0	0%	
51-36-820	AMERICAN RECOVERY ACT	0	0		0	0	0%	
51-36-900	MISCELLANEOUS	342	0		0	0	0%	
Total MISCELLANEOUS REVENUE:		13,559	11,800		9,231	10,000	92%	
TRANSFERS INTO WATER FUND								
51-39-100	CONTRIBUTIONS - GENERAL FUND	0	0		0	0	0%	
51-39-200	USE OF WATER RESERVE/PTIF BAL	0	78,728		0	502,997	0%	CapEx and JHG
Total TRANSFERS INTO WATER FUND:		0	78,728		0	502,997	0%	
WATER FUND EXPENDITURES								
51-40-110	SALARIES AND WAGES	5,551	6,515		0	4,805	0%	4% clerk, 3% DTC
51-40-111	PERFORMANCE BONUS	100	100		0	0	0%	
51-40-130	EMPLOYEE BENEFITS	0	0		0	60	0%	
51-40-131	EMPLOYER TAXES	439	444		0	385	0%	
51-40-132	INSUR BENEFITS	685	685		0	710	0%	
51-40-133	URS CONTRIBUTIONS	755	755		0	890	0%	
51-40-210	BOOKS/SUBSCRIP/MEMBERSHIPS	775	900		0	700	0%	
51-40-230	TRAVEL	0	200		0	0	0%	
51-40-240	OFFICE SUPPLIES AND EXPENSE	0	100		0	0	0%	
51-40-245	IT/ACCTG SOFTWARE SUPPORT	1,733	4,000		500	4,000	13%	
51-40-250	EQUIP-SUPPLIES/MNTNCE	57	6,000		0	6,000	0%	
51-40-255	VEHCILES-SUPPLIES/MNTNCE	0	500		0	0	0%	
51-40-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	4,646	5,000	plowing	524	3,000	17%	generator maint plan \$932,

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
51-40-265	VEHICLE LEASE PAYMENTS	0	0		0	0	0%	
51-40-270	UTILITIES	15,465	17,000		2,258	17,000	13%	
51-40-280	TELEPHONE	2,539	2,400		654	2,400	27%	
51-40-305	WATER COSTS	8,462	7,500		1,286	7,500	17%	
51-40-310	PROFESS/TECHNICAL SERVICES	38,795	41,500	\$39K SA3, \$2.5k JHG	6,850	65,450	10%	\$45,450 SA3(\$3k/mo base), \$20K JHG
51-40-315	OTHER SERVICES/WATER PROJECTS	0	0		0	0	0%	
51-40-320	ENGINEERING/WATER PROJECTS	10,344	15,000		250	15,000	2%	
51-40-325	PROF & TECH SERVICES - LEGAL	2,278	3,000		0	3,000	0%	
51-40-330	EDUCATION AND TRAINING	0	650		0	650	0%	
51-40-475	SUPPLIES/WATER PROJECTS	786	1,000		0	0	0%	
51-40-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	503	0%	
51-40-490	WATER TESTS	8,919	10,000		1,308	12,000	11%	
51-40-495	WATER TREATMENT SUPPLIES	349	22,192		0	22,192	0%	media
51-40-510	INSURANCE AND SURETY BONDS	4,970	5,250		1,427	5,250	27%	
51-40-515	WORKERS COMPENSATION INS	602	600		3,833	0	0%	
51-40-610	MISCELLANEOUS SUPPLIES	226	200		0	500	0%	
51-40-620	MISCELLANEOUS SERVICES	1,629	4,200		0	4,200	0%	
51-40-630	BAD DEBT EXPENSE	0	0		0	0	0%	
51-40-650	DEPRECIATION	64,935	58,000		0	58,000	0%	
51-40-740	CAPITAL OUTLAY	60,869	78,728	GMD hydrant, water meters, peruvian est engineering	100,237	502,997	20%	\$50k meters, \$20k gas line, \$351k peruvian est, \$50k Shrontz Est, \$32k GG line =\$ 503k
51-40-810	DEBT SERVICE - PRINCIPAL	0	0		0	0	0%	
51-40-820	DEBT SERVICE - INTEREST	0	0		0	0	0%	
51-40-830	INFRASTRUCTURE REPLACEMENT	409	103,098		0	83,947	0%	
51-40-999	LOSS ON DISPOSAL OF CAP ASSETS	0	0		0	0	0%	
Total EXPENDITURES:		236,318	395,517		119,126	821,139	15%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
WATER FUND Revenue & Transfer Total:		316,020	395,517		73,563	821,139	9%	
WATER FUND Expenditure Total:		236,318	395,517		119,126	821,139	15%	
Net Total WATER FUND:		79,702	0		-45,563	0	0%	
SEWER FUND REVENUE								
CHARGES FOR SERVICES								
52-34-100	SEWER SERVICES	142,815	144,431		31,995	185,000	17%	
52-34-200	CONNECTION FEES	0	0		0	0	0%	
Total CHARGES FOR SERVICES:		142,815	144,431		31,995	185,000	17%	
MISCELLANEOUS REVENUE								
52-36-100	INTEREST EARNINGS	15,833	15,000		4,904	12,000	41%	
52-36-300	OTHER FINANCING SOURCES	0	0		0	0	0%	
52-36-900	MISCELLANEOUS	0	0		0	0	0%	
Total MISCELLANEOUS REVENUE:		15,833	15,000		4,904	12,000	41%	
TRANSFERS INTO SEWER FUND								
52-39-100	CONTRIBUTIONS - GENERAL FUND	0	0		0	0	0%	
52-39-200	USE OF SEWER RESERVE/PTIF	0	0		0	0	0%	
Total TRANSFERS INTO SEWER FUND:		0	0		0	0	0%	

		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved	Percent	NOTES
Account Num	Account Title	YTD Actual	Budget	Budget	YTD Actual	Budget	of Budget	Budget
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024		6/30/2024
SEWER FUND EXPENDITURES								
52-40-110	SALARIES AND WAGES	4,150	5,000		0	6,622	0%	
52-40-111	PERFORMANCE BONUS	100	100		0	100	0%	
52-40-130	EMPLOYEE BENEFITS	60	120		0	120	0%	
52-40-131	EMPLOYER TAXES	124	550		0	530	0%	
52-40-132	INSUR BENEFITS	0	0		0	500	0%	
52-40-133	URS CONTRIBUTIONS	0	0		0	590	0%	
52-40-240	OFFICE SUPPLIES AND EXPENSE	0	100		0	100	0%	
52-40-245	IT/ACCTG SOFTWARE SUPPORT	1,733	3,000		500	4,300	12%	
52-40-250	EQUIP-SUPPLIES/MNTNCE	0	200		0	215	0%	
52-40-265	VEHICLE LEASE PAYMENTS	0	0		0	0	0%	
52-40-305	DISPOSAL COSTS	132,471	120,000		0	135,000	0%	
52-40-310	PROFESS/TECHNICAL SERVICES	0	2,000		0	8,968	0%	no hard plan yet, for improvements
52-40-325	PROF & TECH SERVICES - LEGAL	0	1,000		0	1,000	0%	
52-40-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0	0%	
52-40-510	INSURANCE AND SURETY BONDS	3,282	4,000		3,282	4,000	82%	
52-40-515	WORKERS COMPENSATION INS	329	400		166	400	41%	
52-40-610	MISCELLANEOUS SUPPLIES	0	300		0	300	0%	
52-40-620	MISCELLANEOUS SERVICES	2,137	2,000		0	2,150	0%	
52-40-630	BAD DEBT EXPENSE	0	0		0	0	0%	
52-40-650	DEPRECIATION	19,283	20,563		0	22,105	0%	
52-40-740	CAPITAL OUTLAY	0	0		0	0	0%	
52-40-810	DEBT SERVICE - PRINCIPAL	0	0		0	0	0%	
52-40-820	DEBT SERVICE - INTEREST	0	0		0	0	0%	
52-40-830	INFRASTRUCTURE REPLACEMENT	0	0		0	10,000	0%	
52-40-910	TRANSFERS TO OTHER FUNDS	0	98		0	0	0%	
52-40-999	LOSS ON DISPOSAL OF CAP ASSETS	0	0		0	0	0%	
Total EXPENDITURES:		163,670	159,431		3,948	197,000	2%	
SEWER FUND Revenue & Transfers Total:		158,648	159,431		36,899	197,000	19%	
SEWER FUND Expenditure Total:		163,670	159,431		3,948	197,000	2%	
Net Total SEWER FUND:		-5,022	0		32,951	0	0%	
NET "GRAND" TOTAL - ALL 4 FUNDS BUDGET MUST = Zero		965,145	-7,999	see note on clerk's report	-329,684	0	0%	

Combined Project Budget Summary by Fund**PROJECT BUDGET TOTALS: Refer to each fund's plan for more detail**

FUND NAME	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
General Fund Projects	26,470	-	-	-	-	-	-	-	-	30,000
Capital Projects Fund Plan	224,000	3,000,000	-	-	-	-	-	-	-	202,000
Water	502,997	60,000	-	-	-	-	-	-	-	-
Sewer	-	-	-	-	-	-	-	-	-	-
Total Spend	753,467	3,060,000	-	-	-	-	-	-	-	232,000

ACCOUNT BALANCES AT THE START OF EACH FISCAL YEAR

GENERAL FUND	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
PTIF - General Fund	2,661,446								
PTIF - C Road Funds (restricted)	69,389								
PTIF - Post-Employment (restricted)	97,864								
PTIF - Beer Fund (restricted)	25,536								
PTIF - Impact Fee (restricted)	24,237								
KeyBank	282,216								
Keybank PO	2,009								
Total	3,162,697	-	-	-	-	-	-	-	-

CAPITAL PROJECTS FUND

Capital Projects Fund (restricted)	644,556
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WATER FUND

PTIF Water (restricted)	694,693
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SEWER FUND

PTIF Sewer (restricted)	580,789
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General Fund Projects

Total Fund Balance		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date	
General Fund: As of July 1 (start) of the fiscal year		3,162,697	-	-	-	-	-	-	-	-		
GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	FY 2031 Budget	FY 2032 Budget	Future / Unknown date
10-51-645	Town Shuttle* (net Town of Alta funds)	26,470										
10-43-310	New TOA Website											20,000
10-54-260	Alta Central 10 New Windows											10,000
Total Project Spend		-	26,470	-	-	-	-	-	-	-	-	30,000

Capital Projects Fund Plan

Fund Balance: October 1, 2023

\$ 1,273,907.41

Total Fund Balance		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date	
Capital Projects Fund PTIF: As of July 1 (start) of the fiscal year		644,556	-	-	-	-	-	-	-	-	-	
GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	FY 2031 Budget	FY 2032 Budget	Future / Unknown date
45-45-750	Tom Moore Historic Structrure Feasibility		10,000									
45-54-741	Marshals Office Security Cameras		13,000									
45-54-741	Marshals Office Inventory Management											
	Closet @ Firehouse	7,497	20,000									
45-54-742	New AMO ATV	11,849	11,000									
45-54-742	New AMO Truck	38,758	50,000									
45-54-743	Livescan		10,000									
45-54-743	Alta Central Dispatch Console Upgrade		15,000									
45-54-743	Marshals Office Phase 2 Radio upgrade		30,000									
45-54-743	Alta Central Generator	2,600	60,000									
45-70-740	Town Park Playground Improvements		5,000									
45-45-750	Future Community Center Phase 2			3,000,000								
45-45-740	Town Office Concrete Steps to Lower Door											2,000
45-45-750	Community Center Feasibility Study											75,000
45-45-750	Re-roof the post office											20,000
45-45-750	Tom Moore Historic Structure Stabilization*											25,000
	Alta Central Dispatch Radio System Upgrade											
45-54-743	Centracom Phase 2											30,000
45-70-740	Trailhead-Style Public Restroom 24/7*											50,000
	Unassigned: Fund Balance - Nudgetted Projects											-
Total Projects		60,704	224,000	3,000,000	-	-	-	-	-	-	-	202,000
Budgeted Total 2024 - Future											3,426,000	

* Projects or programs toward which the Town collects revenue from other sources. Amounts indicated are net Town of Alta expenses.

Water Fund Projects

Fund Balance: October 1, 2023

\$ 596,431.48

Total Fund Balance			FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
Water Fund PTIF: As of July 1 (start) of the fiscal year			694,693	-	-	-	-	-	-	-	-	-
GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	FY 2031 Budget	FY 2032 Budget	Future / Unknown date
51-40-740	Grizzly Gulch Water Line Completion	90,658	32,000									
51-40-740	Peruvian West Water Line Replacements	9,538	337,997									
51-40-740	Shrontz Estate - water line payment		50,000									
51-40-740	Remote Water Meter Reading	42	83,000	60,000								
Total Projects			100,237	502,997	60,000	-	-	-	-	-	-	-

Fund Balance: October 1, 2023

\$ 550,274.08

Total Fund Balance			FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
Sewer Fund PTIF: As of July 1 (start) of the fiscal year			580,789	-	-	-	-	-	-	-	-	-
GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	FY 2031 Budget	FY 2032 Budget	Future / Unknown date

[illegible]

MINUTES
ALTA TOWN COUNCIL MEETING
Wednesday, September 13, 2023, 4:30 PM
Alta Community Center, 10351 E. Highway 210, Alta, Utah

PRESENT: Mayor Roger Bourke
Councilmember John Byrne
Councilmember Carolyn Ancil
Councilmember Sheridan Davis
Councilmember Elise Morgan

STAFF PRESENT: Chris Cawley, Interim Town Manager
Mike Morey, Town Marshal
Jen Clancy, Town Clerk
Molly Austin, Deputy Clerk

ALSO PRESENT: Cameron Platt, Legal Counsel
Craig Heimark, Treasurer
John Guldner, Consultant

NOT PRESENT: N/A

ALTA TOWN COUNCIL MEETING

1. **CALL THE REGULAR TOWN COUNCIL MEETING TO ORDER**

00:00:00

Mayor Bourke said it was 3:01pm and called the September 13, 2023 Alta Town Council meeting to order.

2. **CITIZEN INPUT**

00:01:05

Jake Minas, who identified as a skier and a resident of Village at Sugarplum, expressed support for the Mayor's resolution concerning the gondola project that's on the agenda. Jake also indicated willingness to back any other actions or statements taken by the town council opposing the gondola.

Jake Minas provided two reasons for his stance. First, he mentioned the sentiment within the community, noting that in his informal chairlift conversations, he had not met any resident who is in favor of the gondola project. He acknowledged the ski areas and some ski industry organizations have supported the gondola. Jake emphasized the importance of representing the town's residents' opinions, suggesting that the apparent lack of opposition may have given the impression that the entire community supported the gondola.

Secondly, Jake expressed his personal reservations about the gondola project. He argued against it on the grounds that it would involve taxpayer subsidies for a business. Jake questioned why taxpayers who

may not ski should fund recreational projects. He praised Governor Cox's suggestion of private funding, advocating for minimal public funding and a reliance on private sources if feasible. He also emphasized the need for continued scrutiny and evaluation of the project's funding, including potential audits of UDOT results.

3. QUESTIONS REGARDING DEPARTMENT REPORTS

00:06:05

Jen Clancy noted that on August 18th she received notification of a phone line issue at the post office. The postal clerks were unable to receive or make calls due to the issue. In response, a technical support call was initiated, and call forwarding to Alta Central was enabled as a temporary measure while they investigated the problem. The Town has received several site visits from CenturyLink in an effort to address the issue. It was mentioned that the Town's phone service is actually managed through a third party named Granite. Additionally, CenturyLink had scheduled a cable technician to visit the post office the following morning in an attempt to resolve the ongoing problem. The council was informed that there are two phone lines connected to the post office, one for the meter and one for general phone use. Fortunately, the issue had not affected the meter line. The cause of the problem was suspected to be related to aging infrastructure, particularly with the cable.

Jen Clancy also informed the council that she had initiated the audit process with Steve Rowley, the Town's accountant. She informed the council that they had completed their pre-audit phase and were going to begin working with the auditor, Gilbert and Stewart soon. The main point of concern raised in the discussion was a long-term outstanding debt from the water fund to the general fund, which amounted to approximately \$350,000. Jen indicated that this issue had been the subject of previous council discussions, but the council has not taken any action regarding it. Steve Rowley has pointed out that the council will need to make a decision and either treat it as a transfer or formalize a repayment schedule. The purpose of this update was to ensure that the council was not taken by surprise during the audit process and to prepare them for forthcoming discussions. *(more discussions on this matter later in the meeting)*

Chris Cawley informed the council that the Grizzly Gulch water line project is almost complete. The project was initially budgeted at \$32,000, and to date has incurred costs totaling \$81,000 exceeding its budget. Chris provided insights into why the project went over budget. The project had been informally proposed and estimated a couple of years ago, lacking a formal estimate from the contractor, Newman Construction. The project's duration was also initially underestimated, taking three weeks instead of three days. Inflation had occurred during the project timeline, and unanticipated complexities were discovered when digging began, leading to a prolonged timeline. Additionally, water service issues for houses below the summer road required additional work by Newman. Chris Cawley highlighted the need for improved project scoping and budgeting processes, emphasizing the Town's involvement in managing water system projects. Chris indicated that there were minor outstanding tasks such as revegetation and then the gas line retrofitting project. The gas retrofit project is expected to be less costly than originally anticipated.

John Byrne shared some thoughts regarding the project's budget overrun. He expressed the importance of maintaining a good working relationship with the contractors and avoiding disputes, especially in the current work environment where skilled labor is essential. He acknowledged that the project was not bid on a fixed-price basis but was more like a design-build approach without a price guarantee. John believed that demanding price guarantees would lead to higher costs as contractors would seek a

premium for such guarantees. He also noted that the initial budget of \$32,000 might have been unrealistic, given the extensive work required. John mentioned the West Peruvian Estates project and the challenges of dealing with old infrastructure with limited records. He highlighted the ongoing progress in replacing pipes in the Peruvian area and anticipated its completion soon.

John expressed support for monthly capital expenditure (capex) reporting, allowing for regular updates and adjustments to the figures. He asked about formally adopting the project report in the consent agenda as a routine part of the council's processes, updating it as needed. He sought clarification on whether approval was necessary each time the report changed or if a single adoption could suffice. Craig Heimark expressed some confusion regarding the budget and variance reporting process. He noted that traditionally, the budget was amended in December, which included a public hearing. Cameron Platt pointed out that the council would have to hold a public hearing every month if they wanted to adopt an updated budget for projects each month. It was generally agreed that Jen Clancy would continue to provide year-to-date monthly reports in the consent agenda and that the council would hold public hearings and adopt the budget and project budgets in tandem. Mayor Bourke offered that the project tracking document was a great addition to the packet.

Sheridan Davis asked Mike Morey about the 57 Forest Service incidents in his report? Mike Morey explained that there is a law enforcement service agreement between the Town and the Forest Service. Under this agreement, the Forest Service provides approximately \$3,000 annually to support patrols of federal lands. As part of this agreement, the Town is required to document the amount of time spent patrolling federal property. The activity involves conducting 57 separate patrols of the forest area, and any incidents connected with these patrols are reported separately. This information was shared to provide an update on the law enforcement service agreement and the patrol activities on federal lands.

Carolyn Anttila inquired about a sexual assault incident mentioned in the Marshal's report. Mike Morey offered to share that it's an active investigation and the incident had allegedly occurred in one of the lodge's 30 years ago. Next, Carolyn asked about the two watershed violations involving dogs mentioned in the report. Mike Morey explained that dog-related enforcement typically falls into two categories: town ordinance violations related to licensing or compliance and watershed issues where dogs are prohibited from entering the canyon in the first place. Their enforcement strategy is to intervene and educate prior to enforcing. In these specific cases, both ended with warnings, and the violations were related to dogs being in prohibited areas rather than town residents' dogs violating ordinances.

Continued below...

4. ALTA SKI AREA UPDATE, MIKE MAUGHAN

00:32:00

Mike Maughan reported they are still wrapping up summer projects. He mentioned the progress on the Supreme area, where in the erosion gully area they have started revegetation work and expect the contractor to wrap up within the week. Another project is a snowmaking utility line from Alf's up to the campground which is about one-third complete, they are waiting to see if a culvert gets replaced. The fuel island project is nearly operational, and work on snowmaking lines at the Wildcat Base has concluded successfully with revegetation efforts yielding positive results already.

Mike highlighted the planting of 12,000 plants during the summer, a record number, and an upcoming tree planting day on September 23rd. He reported the Wyssen tower project was almost finished, pending flying the canisters up there for the winter. Helicopter work had nearly concluded. The campground is set to close this weekend, but the summer road will remain open for people to go up, park, and hike.

Mike reported the UTA bus service would remain unchanged from the previous year. Solitude and Brighton resorts had partnered to provide three daily bus trips up and down the canyon for their employees, and Snowbird is exploring options with Canyon Transport. Mike said Alta is a bit unique in that about 1/3 of their employees live at Alta. The ski area is also considering increasing carpooling incentives and expanding rideshare van availability to maintain transportation flexibility.

Mike reminded everyone that skier visits hit a record high last year, including record visitation in Utah. He reported the expectations for the upcoming ski season in the industry are that things will be a bit lighter this year. Despite a potential industry-wide decline in visitation, Mike anticipated strong business due to the previous season's record snowfall and maintained season pass sales.

Mike mentioned four projects that are under review with the Forest Service for the future. One of those projects is eliminating the roadside parking between the Bypass Road and basically the Alta Lodge and then the parallel line that we don't use anymore up to the Rustler Lodge. He said they are looking at a little expansion of the Wildcat lot to accommodate some of that, and little addition over by the Cat Shop. Another project is at the Albion Base, involving the installation of a conveyor for the ski school. This conveyor, which helps young children move to and from the day lodge, was explained to consume a significant amount of water annually. The plan is to replace it with a new conveyor running from a location similar to the current one down to near the base of the Snowpine Lift, providing an alternative to the cross tow lift and be available to the public. The existing kids' conveyor would be relocated to where the old carrot handle tow used to be, making the whole area more accessible for beginners and first-time skiers.

Mike also touched upon the need to improve access to skiable terrain via traverses during high-pressure periods. They have submitted proposals to the Forest Service to do work on the High Traverse, the Thirds Traverse, and a route going out to Catherine's. He added the Albion Day Lodge expansion has been approved by the Forest Service, they are hoping to select an architect and start the design process this fall, with construction probably not till 2025. They are also working on a Sugarloaf patrol shack that they hope to construct next summer. He also pointed out they have approval from the Forest Service to put an equipment storage facility on the north side of the Albion parking lot but are looking at moving it to the opposite side of the lot due to the slope.

Mike reported that the sprung structure could potentially be removed once they do a remodel (existing footprint) of the Albion Ticket Office. He offered it might be moved up toward Supreme area and used as a warming hut but that would be a number of years away.

QUESTIONS REGARDING DEPARTMENT REPORTS – Continued...

00:49:09 (*Continued from earlier*)

Jen Clancy said her intent was to notify the council of Steve Rowley's finding that there will need to be a decision made by the town council related to the amount due from the water fund to the general fund.

John Byrne suggested a resolution be written to document the plan for the next meeting, so that the council has addressed the issue before the audit is concluded. This resolution would effectively address the issue at hand, aligning with the ongoing audit process. John pointed out that there was no need to accrue interest, and they acknowledged that there could be a debate about whether using general fund money to pay off the debt was appropriate. He mentioned that for about 20% of Alta residents, those in Service Area #3 it would be an injustice to use town funds for this purpose. Instead, he suggested that the water fund debt and related expenses should be the responsibility of the enterprise fund, which aligns with its intended purpose. John recommended building the repayment into the rate structure, and suggested it be \$50/\$60 or more per year per person. He believes that with this approach, the loan could be paid off within a decade without significantly impacting other water fund projects. John emphasized that the funding for this should come from an incremental charge in the rate structure.

Craig Heimark questioned why this issue hadn't been raised by the auditors in years' past.

5. **APPROVAL OF CONSENT AGENDA: AUGUST 9, 2023, MEETING MINUTES, STAFF AND FINANCE REPORTS**

00:58:00

MOTION: Elise Morgan motioned to approve the consent agenda including the August 9, 2023 meeting minutes, the staff, and financial reports. Sheridan Davis seconded.

VOTE: All in favor. The consent agenda including the August 9, 2023 meeting minutes, and the staff and financial reports were unanimously approved.

6. **MAYOR'S REPORT**

00:59:54

Mayor Bourke reported on the following:

- The Utah League of Cities and Towns (ULCT) holds broad ranging meetings twice a year. Last week was the latest. I attended all of it and Chris and Jen attended some of it. This is an opportunity to learn about how others in comparable positions around the state are doing their jobs and about common issues. Some overall impressions:
 - There is much consternation about rapid growth and associated effects, e.g., demand for services, increasing property values, congestion, and other consequences of growth.
 - Many have moved to a community because they like its qualities and want to keep in that way, just like many of us in Alta. But they find those qualities are being threatened by the increase in population.
 - There is widespread resentment over state-imposed mandates (across the board subject matter).
 - There was surprisingly little talk about water. It's as if one winter of over the top precipitation made the problem of away.

- I got a few unsolicited compliments on our hosting the Conference of Mayors meeting in July and encouragement to do it again.
- Our District Ranger, Bekee Hotze is going to Wyoming on temporary assignment until January 2025. Mayor Bourke reported we have an issue with continuity of our Forest Service partners which is an issue for us.
- Mike Morey et al are planning a retrospective look at last year's response to last winter's extended closure scenarios and to strategize practices for the upcoming winter. This will serve as our emergency planning exercise for this fall.
 - Mike Morey reported there are a lot of valuable lessons learned that we need to apply. Cameron Platt mentioned that the town had come close to the brink of declaring an emergency during the previous year but didn't ultimately take any action in that direction. He expressed the importance of ensuring that the council understood the emergency declaration process and felt comfortable with it. John Byrne expressed satisfaction with the actions taken during past emergencies. He commended the decision-making and critical thinking that went into those actions and indicated that they were personally comfortable with the reporting provided. John acknowledged the importance of staying informed but stated that their role as a legislative body wasn't primarily to participate in emergency situations. He appreciated the inquiry but conveyed contentment with the reporting they had received. Carolyn Ancil commented on the idea of more frequent updates or communication to residents during emergencies, acknowledging that the community often experiences anxiety when they're not kept informed about ongoing efforts. She expressed the importance of clarifying to the public what it means when the authorities are "working on things" and suggested that a more regular, structured communication plan might help alleviate community concerns. A conversation ensued about spring runoff and the notices and updates sent out by the County.
- Our Town general plan is nearly 2 decades old although there were minor updates in 2015-16. It's time we take a serious look at where our Town is going and more importantly where we want it to go. Toward that end, I hope to have a retreat-like facilitated meeting sometime this winter to address this issue.
- Next TC meeting will be Wednesday, October 11th, 2023, 3 pm, expected to be hybrid again.
- 7. **DISCUSSION AND POSSIBLE ACTION TO APPROVE 2023-R-20 A RESOLUTION REPEALING AND REPLACING 2023-R-16 APPROVING AN ILA RELATING TO THE CONDUCT OF CDBG AND HUD PROGRAMS**

01:18:30

Chris Cawley reported that we had initially signed an agreement to participate in the County's Community Development Block Grant (CDBG) program. However, another city has qualified as an entitlement entity. This new status allowed them to compete for CDBG funds on the same level as the urban county program. As a result of these changes, the parties involved in the original agreement had changed, necessitating the signing of a new agreement.

MOTION: John Byrne motioned to approve Resolution 2023-R-20, and Carolyn Ancil seconded.

ROLL CALL VOTE BY MOLLY AUSTIN: Councilmember Byrne – yes, Councilmember Davis – yes, Mayor Bourke - yes, Councilmember Ancil – yes, Councilmember Morgan - yes. The motion passed unanimously.

8. INTRODUCTION TO CRIMINAL-CIVIL CODE ENFORCEMENT

01:21:20

Mike Morey presented on the need to transition from criminal enforcement to civil enforcement in specific areas of the town code, particularly concerning parking violations. He explained that many cities and towns in the area were revising their parking enforcement codes to move toward civil enforcement. This shift was motivated by legal challenges associated with the previous criminal enforcement approach. The act of giving a parking citation was seen as equivalent to arresting a vehicle rather than an individual, raising issues related to due process and proof of service.

Civil enforcement was presented as a solution to these problems, as it would allow the town to continue its practice of serving citations on the vehicle owner more effectively. It would also address issues where the registered owner was held responsible for violations, even if they were not the ones committing the violation. Mike emphasized that the goal was not to increase ticketing or generate revenue but to promote compliance with town ordinances. The transition to civil enforcement would require procedural changes, including new tracking methods for violations and an appeal authority or administrative law judge separate from the justice court judge.

Mike also mentioned that civil enforcement could be applied to other parts of the town code, making penalties more proportional to the violations. However, they recognized that some ordinances might still warrant criminal enforcement, and the proposal aimed to provide flexibility for the town to choose the appropriate enforcement method based on the severity of the violation. In summary, Mike sought the council's support for transitioning from criminal to civil enforcement for certain violations, particularly those related to parking violations, to address legal challenges and enhance compliance.

Cameron Platt said Mike Morey covered it very well, emphasizing that it's another tool in the toolbox. He reflected that, especially from his experience as a former police officer, the more options he had the better. Cameron pointed out that criminal enforcement could carry a significant burden, including the potential for jail time, and believed that government actions should aim to assist the community rather than oppress it. He highlighted the importance of seeking alternative options when justified and explained that this enforcement tool had been available for a while but had recently been expanded by the legislature. Cameron acknowledged the cost-effectiveness and usefulness of civil enforcement and noted that the groundwork for this approach had already been laid with the parking program. He expressed support for expanding civil enforcement to other ordinances as long as the council was comfortable with the idea.

John Byrne provided input on the proposal to transition from criminal to civil enforcement for certain town ordinances. He stressed the importance of setting clear limits and defining boundaries, particularly for more serious crimes, to maintain a higher burden of proof and a higher standard for enforcement. John Byrne pointed out that the shift to civil enforcement would likely reduce the burden of paperwork

for misdemeanor-type crimes and mentioned that this could potentially lead to more efficient resource allocation within the department. He saw this as a positive aspect of the proposal. However, he also expressed a desire to have more time to study the proposal and gather additional information. He suggested reading public essays or examining ordinances from other jurisdictions to better understand how they handle the distinction between civil and criminal enforcement. He believed that taking an extra month to engage in this research and discussion would be prudent and ensure that the boundaries were set appropriately.

Cameron Platt explained that an easy way to differentiate between criminal and civil enforcement was to refer to the state code Title 76 which contains the Criminal Code and outlines offenses subject to criminal prosecution. Any violation falling under this code is considered a criminal offense and can result in arrests or citations by police officers. To ensure clarity, Cameron stated that a police officer couldn't issue a citation for non-payment of a water meter or other civil matters unless they were specified in the Criminal Code. Cameron also discussed the possibility of segregating the town code to clearly distinguish between criminal and civil offenses. This approach would help maintain the boundaries between the two enforcement methods.

Mike Morey reminded the town council that police officers are compelled to prosecute violations of state law through the criminal system.

Carolyn Ancil expressed some confusion and sought clarification on whether the town had previously missed having a civil enforcement mechanism in place. She acknowledged the potential benefits of civil enforcement in certain areas where it might be more helpful. Carolyn provided an example related to a violation of the Interlodge ordinance, where it might not make sense to classify it as a crime right away. She pondered how such infractions could be effectively enforced without the availability of civil enforcement procedures. She questioned whether there had been a gap in the town's enforcement mechanisms in this regard.

Cameron Platt explained that conceptually, the town staff has discussed this program with discretion to prosecute a violation either criminally, civilly, or administratively. Cameron pointed out that the winter parking ordinance, for example, already stated that the town could choose to prosecute a violation using one of these three options. Currently, the town has administrative processes in place for certain matters like building permits, dog licenses, and zoning issues. However, there is a missing middle ground for civil enforcement. The proposal is aimed to fill this gap and establish a proper administrative process for civil code enforcement, providing an option between the "hammer" of criminal enforcement and the "feather" of administrative enforcement.

Mike Morey raised additional points related to the proposed transition from criminal to civil enforcement for certain town ordinances. He emphasized that the state legislature was increasingly concerned about perceived abuses of ordinance authority by cities and towns. Mike shared examples of cases where individuals had gone to jail for minor violations, such as failing to mow their lawn or allowing weeds to grow too high, due to arrest warrants issued for failing to appear in court for a ticket. He pointed out that these situations did occur and stressed the importance of maintaining common-sense enforcement practices. Mike suggested that the town could consider applying the proposed civil enforcement approach to the town's dog ordinance. He proposed a tiered approach, with first offenses resulting in warnings and third offenses becoming misdemeanor charges. This approach would offer flexibility and common-sense enforcement.

9. COUNCIL DISCUSSION REGARDING THE LCC EIS RECORD OF DECISION

01:39:00

Mayor Bourke said this agenda item was really paired with the next one....

10. DISCUSSION AND POSSIBLE ACTION TO SUPPORT MAYOR BOURKE IN SIGNING A RESOLUTION BY THE SALT LAKE VALLEY CONFERENCE OF MAYORS REGARDING THE UTAH DEPARTMENT OF TRANSPORTATION LITTLE COTTONWOOD CANYON ENVIRONMENTAL IMPACT STATEMENT

01:39:00

Mayor Bourke asked for the council's support in signing a resolution related to the Little Cottonwood Canyon Environmental Impact Statement (LCC EIS) issued by the Salt Lake Valley Conference of Mayors. He explained that the resolution was straightforward. The resolution's key point was to complete phases one and two entirely and evaluate them before proceeding with phase three, which involved the installation of a gondola in LCC. Mayor Burke sought the council's support or endorsement for him to sign the resolution, aligning himself with other mayors who had already done so.

Elise Morgan stated she didn't support the gondola but she does support the EIS. Elise appreciated that the EIS had adopted a phased approach rather than simply advocating for the gondola project. She believed that the inclusion of phases one and two could potentially address traffic issues in LCC effectively. She also highlighted the importance of evaluating the results of these phases before proceeding to the next phase. Elise expressed her support for the Council of Mayors' resolution, which recommended proceeding with phases one and two while maintaining a commitment to evaluating the outcomes before considering further phases. She believed that this approach was prudent and could lead to effective solutions without necessarily needing to proceed with the gondola.

Mayor Bourke sought to gauge the council's sense and endorsement of his signing the joint resolution issued by the Council of Mayors. Then, he expressed his intention to work on a more focused and pointed resolution that would convey a stronger position specifically for the Town. This resolution would advocate against proceeding with phase three of the LCC project, which involved the gondola. While the second resolution had not been drafted yet, Mayor Bourke conveyed his desire to assert a more assertive stance separate from the group of mayors.

John Byrne expressed his support for Mayor Bourke signing the joint resolution regarding the LCC EIS. He stated that he considers himself pro-decision but anti-gondola. He commended the decision for its structure and for focusing on phases one and two. He mentioned that he was disappointed to see the joint resolution lose reference to the "Common Sense Solutions Program" developed by Jenny Wilson. He praised Jenny Wilson's letter from last October, which provided a comprehensive analysis of the situation and introduced the term "common sense" to the discussion. He acknowledged that it might have been unrealistic to expect the complete removal of the word "gondola" from the discussion but appreciated the support for other actions that the resolution conveyed, many of which had been requested for years. John also emphasized the need for traction control and expressed his willingness to support mass transit efforts to alleviate traffic issues in the area. He believed that an improved mass transit system could potentially eliminate the need for a gondola.

Carolyn Anctil mentioned the citizen input from Jacob Minas, emphasizing that there hasn't been strong opposition to the gondola project from the council. She found it interesting that a group of mayors coming together to make a statement could be impactful. She also expressed concerns about the

practicality of turning people around halfway up the canyon if they didn't pay the toll, which seems impractical and could exacerbate issues related to traction control. She is concerned about ensuring the success of phases one and two.

Craig Heimark expressed agreement with John Byrne regarding the structure of the phased approach (phases one, two, and three) but voiced concerns about UDOT's lack of transparency in implementing phase one and its commitment to sharing data. He emphasized the importance of data sharing to determine whether a gondola is necessary and found the lack of commitment disturbing. He also mentioned his involvement in anti-gondola efforts to address this issue.

Mike Maughan provided an update on efforts with UDOT to alleviate traffic congestion in the area, deal with the Bypass Road and keep the main line open. He mentioned some initiatives and changes, including a gate at entry two to close it at the end of the day, and milling and improving the road base on entry four this year. He added they want to install cameras to monitor traffic and gather data on congestion. Mike expressed support for measures that improve transportation in the area and suggested focusing on solutions like traction laws, snow sheds, and road closures during peak hours. He expressed less confidence in the effectiveness of the bus system since they have been trying unsuccessfully and on their biggest day last year (last day of the season) the UTA buses were not running. Mike reflected on the challenges faced by UTA in restoring ski bus service due to a shortage of drivers and federal mandates. He mentioned that UTA has had to prioritize restoring bus service to disadvantaged and lower-income areas first before addressing ski bus service. As a result, ski bus service has been impacted, and only a small percentage of skiers use it. Mike also mentioned that while bus service is an option, it poses its own challenges, especially during adverse weather conditions. Instead, he expressed more optimism about other solutions such as traction control, keeping the main line open, and the possibility of closing uphill traffic for a few hours on weekends and holidays to alleviate traffic congestion in the area. He said he may come back at some point requesting the council's support on a letter.

MOTION: John Byrne motioned to encourage Mayor Bourke to sign the letter from the Council of Mayors regarding the LCC EIS. Sheridan Davis seconded.

VOTE: All in favor. The motion to encourage Mayor Bourke to sign the letter from the Council of Mayors regarding the LCC EIS passes unanimously.

Mayor Bourke said he would work with staff on a second resolution after the meeting.

11. NEW BUSINESS

01:57:30

Sheridan asked about a retreat. Chris Cawley highlighted the importance of considering the upcoming election and the hiring of a new Assistant Town Manager when planning and conducting a retreat. He mentioned that having the full team in place during the retreat would likely lead to more productive discussions and outcomes. Chris also expressed a desire to address significant long-term issues, such as housing, in future meetings and retreats, emphasizing the need for thoughtful planning and collaboration in addressing such complex challenges.

Mike Maughan mentioned that they are opposed to tolling in Little Cottonwood Canyon and have pushed back on the idea. He explained that they have suggested alternative solutions, such as managing

the vehicles coming up the canyon and implementing parking reservations for skiers. They hope to address the issue of tolling and parking reservations with the state and may seek the town's support in the form of a support letter in the future. Mike reflected that they implemented reservations for the last day of the season, even without public transportation, and still filled up the parking lot. He mentioned that they had reservations in place for the previous season, which turned out to be a record season for them. Reservations helped spread out the peak days and provide a better skiing experience. He said if they are trying to continue improving the visitor experience without significantly expanding parking or transportation capacity.

12. **MOTION TO ADJOURN**

02:11:10

MOTION: Sheridan Davis motioned to adjourn, and Carolyn Anctil seconded.

VOTE: All in favor. The meeting was adjourned unanimously.

Passed this 11th day of October, 2023

Jen Clancy, Town Clerk

TOWN OF ALTA

RESOLUTION NO. 2023-R-21

A RESOLUTION BY THE ALTA TOWN COUNCIL IN RESPONSE TO THE UTAH DEPARTMENT OF TRANSPORTATION'S LITTLE COTTONWOOD CANYON ENVIRONMENTAL IMPACT STATEMENT

WHEREAS, the Town of Alta ("Town") is located at the end of State Route ("S.R.") 210 within the spectacular Little Cottonwood Canyon ("LCC");

WHEREAS, because State Route 210 ends within the Town, vehicular traffic and associated peak travel times and congestion significantly affects residents, businesses, and visitors in the Town;

WHEREAS, to address traffic issues in LCC, the Utah Department of Transportation ("UDOT") conducted an Environmental Impact Statement regarding transportation improvement alternatives for S.R. 210 in and near LCC (the "LCC EIS");

WHEREAS, UDOT issued a Record of Decision in the summer of 2023 (the "Final EIS"), in which it identified Gondola Alternative B (the "Gondola Alternative"), with proposed phasing ("Phase 1, Phase 2, and Phase 3"), as the preferred alternative to improve transportation in LCC;

WHEREAS, UDOT's implementation of the LCC EIS will affect the Town in ways dissimilar from any other entity; and

WHEREAS, the Town Council ("Council") wishes to express its position on the UDOT LCC EIS,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL AS FOLLOWS:

Section 1.

The Town Council strongly supports fully funding and implementing the transportation improvements identified in Phase 1 and Phase 2 of the LCC EIS, particularly as articulated in Salt Lake County Mayor Wilson's letter to UDOT dated October 17, 2022, and requests that UDOT implement additional measures in both phases to include:

- Mandatory traction laws for LCC from November 1 to May 1;
- Undertake various efforts to mitigate congestion associated with reliance on the Alta-Snowbird Bypass Road, including but not limited to efforts to maintain roadway operations on the S.R. 210 "Main Line" under Mt. Superior, and

reduce the impact of merging along the Alta-Snowbird Bypass Road on traffic originating in Alta;

- Road closures during peak traffic hours;
- Reconsider the location of tolling infrastructure to prevent congestion at the tolling point within the canyon;
- Construct snow sheds to protect the road from key avalanche paths.

The Town Council believes only a comprehensive and coordinated implementation of Phases 1 and 2 will reveal whether additional measures are required to improve traffic congestion in LCC.

The Town Council strongly opposes UDOT's implementation of the Gondola Alternative B for the following reasons:

- The scenic and environmental impacts of building the proposed gondola will fundamentally and severely alter the appearance of Alta and LCC;
- The gondola will deliver thousands more visitors to an environment that already strains to accommodate existing visitors;
- The extremely high cost of the gondola would be an unfair burden on non-skiing taxpayers and would vastly exceed the benefits to transportation in the canyon;
- The gondola is a high cost, rigid infrastructure that is unsuited to an era where increasing greenhouse gas concentrations are causing highly variable and uncertain climatic conditions. Future conditions may be quite different than the past and any near term developments must be sufficiently flexible to adapt to changing conditions;
- The gondola is not appropriate for LCC, will forever negatively impact the views in the canyon, and is an inexcusable waste of public funds.

Section 2. This Resolution shall become effective immediately upon passage.

APPROVED by the Town Council on the _____ day of October, 2023.

By:

MAYOR ROGER BOURKE

ATTEST:

JEN CLANCY, TOWN CLERK

Alta Town Council

Staff Report



To: Town Council

From: John Guldner, Chris Cawley

Re: Staff Report and Recommendation To Approve a Site Plan Agreement for Sugarplum Meadows, Phase 5, Lot 1, Sugarplum Planned Unit Development

Date: October 4, 2023

Attachments: Packet from John Byrne including various documents related to proposed site plan agreement

Attachment Highlights:

Page 1: Applicant's introductory letter

Pages 8-16: Proposed site plan agreement and proposed site plan

Page 22: Letter from Applicant's attorney summarizing proposed site plan agreement

Pages 54-58: Letters from Meadows HOA, certain Meadows homeowners in support of proposed site plan agreement

Pages 67-68: Affidavit from Dave Weissbard, Sugarplum Meadows Resident Manager, regarding proposed changes to the snow removal and storage easement

Other pages include various original site plans, settlement agreements, and letters from Applicant

Summary

Cirque Properties L.C. (John Byrne or affiliates or John Byrne, "Applicant") is proposing to enter into a site plan agreement regarding building sites 109-112, Phase 5, Lot 1, Sugarplum Planned Unit Development, otherwise known as "the Meadows." Certain conditions on these building sites were established in settlement agreements in 1996 and 1999. Applicant's proposed new agreement would amend certain conditions to reflect and record actual working conditions on the ground as they've developed over time. A large packet of materials from Applicant, including the proposed site plan agreement, previous agreements, proposed site plans, previous site plans, and various supporting documents, is attached. **See Attachment Table of Contents Tab 2 pages 8-16 for the proposed site plan agreement, including proposed agreement "Exhibit A," the proposed site plan. See above for other recommended attachment highlights.**

The 1996 and 1999 agreements and accompanying site plans were completed to protect open space and views for the owner of the home on building site 108. That owner also owned vacant building site 106. Applicant now owns and lives in the home on building site 108, and owns building site 106, 107, 109, 110, and 111/112, which were combined. Applicant is proposing a new site plan to reduce the 48' no build area to a 30' no build area. A drainage feature is located within that 30' no build area.

Two parking spots would be removed from the requirements originally set forth in the 1996 agreement. While the parking spots were and remain paved, they were never striped, maintained or used year 'round as established by the old agreement. They were too close to the home on lot 108 and subject to sliding roof snow problems, so winter use was problematic. The parking spots interfered with snow removal activities, and historical use of the neighborhood has demonstrated that they are unnecessary in the low-density development of the Meadows, as all the homes have driveways and garages.

Applicant is also requesting to remove the 36' height limitation, the ridgeline building orientation requirement, and the requirement to remove any fill on 110 prior to construction defined in the 1996 agreement. These conditions were originally included as the previous owner of the home on lot 108 was worried that any fill on the vacant lot next to his house would artificially raise the height of the future home on lot 110 and obstruct views. The ridgeline orientation and 36' height limit follow the same reasoning. The developer dumped fill on that vacant parcel in the early stages of the development. The original owner of 108 may also have been worried about that fill as well as fill from future construction. Whatever the case, the ground level seems to no longer be an issue, especially since it has remained the same for 27 years. The town's ordinances measure height from the grade as it exists before commencing construction. After 27 years it makes sense to consider the existing grade on lot 110 to be just what it is today. Plus, town ordinances limit the height of a single-family dwelling to 35', so that concern is addressed as well since the height limit by standard ordinance language is 1' less than the old site plan agreement.

In sum, the appearance of the area will not change or differ from what was intended in the 1996 agreement. Designated snow removal will be expanded from 15' to 30' over the previous settlement agreement site plan. The requested changes merely accurately reflect how the area has evolved over the past 27 years and how parking and drainage work today. The orientation of the ridgeline, 36' height limit and concern for possible fill on lot 110 as it would affect the height of the home on 110, are no longer concerns since the same owner owns the neighboring property.

Staff recommendation:

Approve the proposed site plan agreement and site plan and authorize the Mayor to sign the proposed site plan agreement.

JOHN BYRNE
9805 East Sugarplum Road
Alta, Utah 84092

Dated September 26, 2023

To the Alta Town Council:

I am a resident of Alta, Utah. I own in my individual name Building Sites 106 and 108 of Sugarplum Meadows Planned Unit Development. I am familiar with the Settlement Agreement dated October 30, 1996 entered into by Powderhorn Associates, Sugarplum Meadow Associates, and the Town of Alta. I am also familiar with the amendment to that Settlement Agreement dated June 10, 1999 (as amended, the "Settlement Agreement").

DGH, L.C., a Utah limited liability company owns Building Sites 110 and 112 of Sugarplum Meadows Planned Unit Development. I am the Chief Executive Office of the Manager of DGH, L.C., and the sole Member of DGH, L.C.

WEST ALTA HOLDINGS, L.C., a Utah limited liability company owns Building Sites 109 and 107 of Sugarplum Meadows Planned Unit Development. I am the President of the Manager of WEST ALTA HOLDINGS, L.C. I am also the majority Member (eighty plus percent) of WEST ALTA HOLDINGS, L.C.

As the owner of Building Sites 106 & 108, the sole member of the limited liability company which owns Building Sites 110 & 112 and the majority member of the owner of Building Sites 109 & 107, I respectfully request that the Town of Alta approve my request, and the request of the Sugarplum Meadows Homeowners' Association to enter into the Site Plan Agreement for Building Sites 109 - 112 of Sugarplum Meadows Planned Unit Development (the "Site Plan Agreement") a copy of which Site Plan Agreement has been previously provided to the Town of Alta and a copy of which is included under the second Tab in the Binder of materials provided to the Town of Alta. The reasons for this request are contained in prior letters to the Town of Alta dated July 17, 2023 and September 13, 2023.

As the owner of Building Sites 106 & 108, I acknowledge that some of the restrictions contained in the Settlement Agreement were for the benefit of the owner of Building Sites 106 & 108. AS the owner of Building Sites 106 & 108, I agree that those portions of the Settlement Agreement which benefitted Building Sites 106 & 108 regarding open space on Building Site 110, the removal of fill materials and the direction of the ridge roof line and height of any home to be built on Building Site 110 may be removed.

It is my belief that the Site Plan Agreement is primarily for the benefit of the Sugarplum Meadows Homeowners' Association and the other homeowners in that it will greatly improve the ability to remove and store snow on and through Building Site 110.

As the sole Member of the owner of Building Site 110, I request that the existing Site Plan be vacated and that the Site Plan proposed in the Site Plan Agreement (defined above) be adopted.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J Byrne', is written over the word 'Sincerely,'.

John Byrne

TABLE OF CONTENTS

1. Description of Applicants with Building Site Ownership and Sugarplum Meadows Homeowners' Association.
2. Request for the Town of Alta to enter into Site Plan Agreement for Building Sites 109 – 112 of Sugarplum Meadows Planned Unit Development.
3. Request letters (July 17, 2023 & September 13, 2023) from J. Randall Call, counsel for John Byrne and his Affiliated Entities.
4. Letter from Sugarplum Meadows Homeowners' Association documenting approval of a majority (11 of 12 homeowners) of Homeowners to the Applicants' request and as Co-Applicant.
5. Letters from Paul Gongaware (HOA Trustee and Homeowner) and Samuel H. Adams (HOA Trustee and Homeowner) supporting Applicants' request.
6. Documents showing current 110 Building Site Plan per earlier Settlement Agreement (See Tab 3, Appendix 1 and Appendix 2 to July 17, 2023 letter).
7. Page 7 of McNeil draft survey of Sugarplum Meadows Subdivision showing Site Plan change for Building Site 110 per the proposed Site Plan Agreement (see Tab 2).
8. Affidavit of Dave Weisbard.
9. Page 9 of the original Sugarplum Meadows Declaration (CC&Rs) wherein at Section 2.4 Snow Removal and Storage is described.
10. Document prepared by McNeil Engineering identifying likely Existing Parking in the Sugarplum Meadows Subdivision.
11. Page 10 of the original Sugarplum Meadows Declaration (CC&Rs) wherein at Section 3.3 Parking is described.
12. Pages 1 & 2 of the 1996 Settlement Agreement with the first full paragraph of Section 1 on Page 2 highlighted. This first paragraph of Section 1 identifies building site restrictions (no-build, snow removal and parking) for Building Sites 109 – 112.
13. Pages 1 & 2 of the 1996 Settlement Agreement with the second and third paragraphs of Section 1 on Page 2 highlighted. These two Paragraphs of Section 1 identify building restriction for a home to be built on Building Site 110 (spacing, orientation and elevation).
14. Copy of Draft Survey of Sugarplum Meadows Subdivision by McNeil Engineering, last draft iteration September 11, 2023.

Tab 1

THE APPLICANTS TO SITE PLAN AGREEMENT FOR
BUILDING SITES 109-112 OF SUGARPLUM MEADOWS
PLANNED UNIT DEVELOPMENT:

BUILDING SITE

OWNER

BUILDING SITE 106

JOHN BYRNE

BUILDING SITE 108

JOHN BYRNE

BUILDING SITE 110

DGH, L.C. (JOHN BYRNE
OWNER)

BUILDING SITE 112

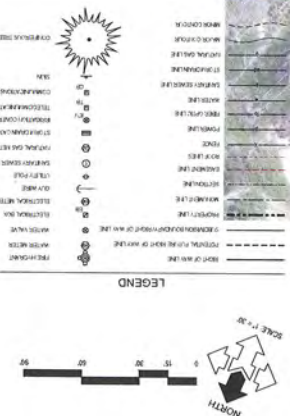
DGH, L.C. (JOHN BYRNE
OWNER)

BUILDING SITE 109

WEST ALTA HOLDINGS,
L.C. (JOHN BYRNE
OWNER)

BUILDING SITE 107

WEST ALTA HOLDINGS,
L.C. (JOHN BYRNE
OWNER)

[illegible]

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA LITUA



Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

Tab 2

DRAFT

SITE PLAN AGREEMENT FOR BUILDING SITES
109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT

This SITE PLAN AGREEMENT FOR BUILDING SITES 109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT ("Site Plan Agreement") is entered into and made effective as of July __, 2023 (the "Effective Date") by and between JOHN J. BYRNE III as owner of Building Sites 106 and 108 ("106 & 108 Owner"), WEST ALTA HOLDINGS, L.C., a Utah limited liability company as owner of Building Sites 107 and 109 ("107 & 109 Owner"), DGH, L.C., a Utah limited liability company as owner of Building Sites 110 and 112 ("110 & 112 Owner") (the 106 and 108 Owner, the 107 and 109 Owner and the 110 and 112 Owner being collectively referred to herein as the "Building Sites Owners"), and the TOWN OF ALTA, a political subdivision of the State of Utah (hereafter sometimes referred to as the "TOWN" or "ALTA") (hereafter, the "Parties" or a "Party").

SUGARPLUM MEADOWS OWNERS ASSOCIATION (the "ASSOCIATION") is executing this Site Plan Agreement to evidence its approval of and consent to this Site Plan Agreement.

RECITALS

WHEREAS, on October 30, 1996, Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadows Associates, by its general partner, Madison Company, as Plaintiffs and the TOWN, entered into a Settlement Agreement (the "10/30/1996 Settlement Agreement").

WHEREAS, on June 10, 1999, the parties to the 10/30/1996 Settlement Agreement, entered an Amendment to the 10/30/1996 Settlement Agreement (the "6/10/1999 Amended Settlement Agreement").

WHEREAS, the Building Sites Owners are the real parties in interest to the subject matter of this Site Plan Agreement in that they are the owners of all of the building sites affected by the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement, and the Plaintiffs described in the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement have no further legal interest in any of the building sites (hereafter "Building Sites" or "Building Site") located within Sugarplum Meadows Planned Unit Development ("Sugarplum Meadows PUD").

WHEREAS, to the extent legally required, if approval of this Site Plan Agreement by the ASSOCIATION requires approval by the members of the ASSOCIATION, such approval will be obtained by the ASSOCIATION prior to its execution of this Site Plan Agreement.

NOW THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, the Parties hereto agree as follows:

SECTION 1. Building Sites 109-112 in Phase 5 of Sugarplum Meadows PUD shall be developed in accordance with the Site Plan dated July 14, 2023, a copy of which Site Plan (the "Site Plan") is attached hereto as Exhibit "A". The Site Plan provides for a thirty (30) foot wide drainage, snow removal, and snow storage area running along the common property line of Building Sites 108 and 110. A storm drain easement, for a buried storm drain occupies a ten (10) foot wide portion of such thirty (30) foot drainage, snow removal and snow storage area.

Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to (i) two (2) guest parking stalls and/or (ii) additional open space and/or non-buildable area on Building Site 110 are specifically removed by this Site Plan Agreement. In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 1, the provisions of the above first paragraph of this Section 1 shall take precedence and shall apply.

SECTION 2. Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to any requirement that: (i) any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Building Sites 110 and 112 and not parallel with the property line separating Building Sites 108 and 110, (ii) construction on Building Site 110 shall commence from the natural soil elevation of Building Site 110, (iii) the ridge roof line of any single family dwelling unit constructed on Building Site 110 be no higher than thirty-six (36) feet from the natural soil elevation, and/or (iv) prior to construction on Building Site 110 that any material, soil and/or fill previously placed on Building Sites 110 and 112 be removed are specifically vacated, withdrawn and removed by this Site Plan Agreement.

In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 2, the provisions of the above first paragraph of this Section 2 shall take precedence and shall apply.

SECTION 3. This Site Plan Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

SECTION 4. This Site Plan Agreement shall be effective as of the above defined Effective Date.

SECTION 5. While the Parties hereto, other than the TOWN, are not parties to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, they

Site Plan Agreement
July __, 2023

are the current owners of Building Sites 106, 108, 109, 110 and 112 and are all of the intended beneficiaries of the operative provisions of the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement which are affected by the provisions of SECTION 1 and SECTION 2 above.

SECTION 6. This Site Plan Agreement is not intended in any way to be an amendment to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, but rather is intended to be a subsequent agreement of the Parties based upon the: (i) current ownership of Building Sites 106, 108, 109, 110 and 112, (ii) current development of Sugarplum Meadows PUD, and (iii) present circumstances.

SECTION 7. No alteration, modification, or interpretation of this Site Plan Agreement or the Exhibits hereto shall be binding unless in writing and signed by the Parties hereto.

SECTION 8. If any provision of this Site Plan Agreement or any application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Site Plan Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be effected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 9. This Site Plan Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

SECTION 10. Each Party executing this Site Plan Agreement represents and warrants that they are fully authorized to do so.

SECTION 11. This Site Plan Agreement specifically affects a portion of the real property described on Exhibit "B" attached hereto and may be recorded with the Salt Lake County Recorder at the request of any Party hereto.

Dated and made effective as stated above.

TOWN OF ALTA

By: _____

Its: _____

OWNER BUILDING SITES 106 & 108

JOHN J. BYRNE III

Site Plan Agreement
July __, 2023

OWNER BUILDING SITES 107 & 109

WEST ALTA HOLDINGS, L.C., a Utah limited liability company,

By: Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

OWNER BUILDING SITES 110 & 112

DGH, L.C., a Utah limited liability company

By: Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

APPROVED AND CONSENTED TO
THIS ____ DAY OF _____, 2023:

SUGARPLUM MEADOWS HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation

By: _____
Name: John J. Byrne
Title: President and Trustee

By: _____
Name: Samuel H. Adams
Title: Trustee

Site Plan Agreement
July __, 2023

By: _____
Name: Paul Gongaware
Title: Trustee

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared _____, who acknowledged to me that he/she is the _____ of the Town of Alta and who acknowledged to me that he/she executed the foregoing instrument on behalf of the Town of Alta.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C., who acknowledged to me that he executed the foregoing instrument on behalf of WEST ALTA HOLDINGS L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C., who acknowledged to me that he executed the foregoing instrument on behalf of DGH, L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument in his capacity as the duly authorized President, and Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Samuel H. Adams, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

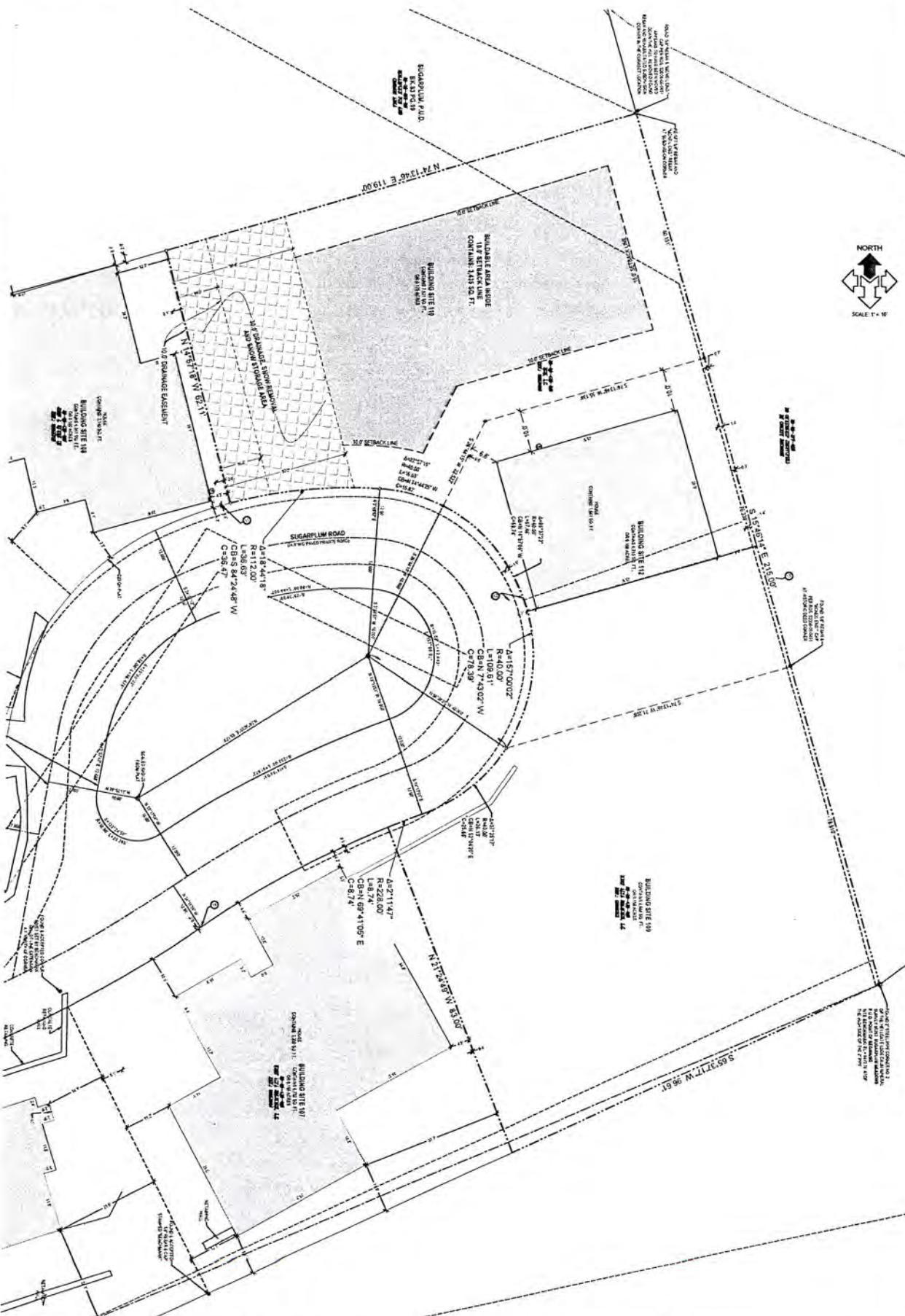
On this _____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Paul Gongaware, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

EXHIBIT "A"

SITE PLAN AGREEMENT FOR BUILDING SITE 109 - 112

[illegible]

BUILDING LOT 110 EASEMENT MODIFICATIONS
ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.



Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

EXHIBIT "B"

LEGAL DESCRIPTION OF PART I OF THE PROJECT

THAT PORTION OF LOT 1, SUGARPLUM PUD AMENDED, DESCRIBED AS FOLLOWS:

Beginning at a point which is North 15°50'49" West 215.00 feet and South 74°09'11" West 210.00 feet and South 29°09'11" West 105.00 feet and South 74°09'11" West 109.00 feet from the point of beginning of Sugarplum Meadows, said point of beginning of Sugarplum Meadows being located North 67°08'19" East 1484.27 feet from a 2" steel pipe in the Rock Kern of Corner No. 2, of the Blackjack Mining Lode Claim, Survey #5288, said claim corner being located South 32°13'19" West 3377.23 feet more or less from the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian, and running thence from the true point of beginning thence South 19°35'18" East 71.73 feet to a point on a curve to the left, thence along said curve to the left (radius 182.00 feet, delta 16°32'23", chord bearing and distance: South 62°08'30" West, 52.36 feet), an arc distance of 52.54 feet to the point of a compound curve to the left, thence along said compound curve to the left (radius 147.69 feet, delta 28°47'03", chord bearing and distance: South 39°28'48" West, 73.42 feet), an arc distance of 74.20 feet to the beginning of a curve to the right (radius, 125.00 feet, delta 32°22'25", chord bearing and distance: South 41°16'29" West, 69.69 feet, thence South 32°32'19" East 3.13 feet, thence South 70°08'54" West 66.33 feet), thence North 29°09'11" East 240.00 feet, thence North 74°09'11" East 61.00 feet to the point of beginning.

Tax Identification Numbers

Building Site 101	30-06-429-002
Building Site 102	30-06-429-004
Building Site 103	30-06-429-012
Building Site 104	30-06-429-005
Building Site 105	30-06-429-014
Building Site 106	30-06-429-006
Building Site 107	30-06-429-015
Building Site 108	30-06-429-007
Building Site 109	30-06-429-019
Building Site 110/112	30-06-429-018
Building Site 113	30-06-429-013
Common Area	30-06-429-011

Tab 3

CIRQUE PROPERTY L.C.
10011 South Centennial Parkway, Suite 275
Sandy, Utah 84070

September 13, 2023

Via E-mail: jguldner@townofalta.com

John Guldner
Town of Alta

Re: Sugarplum Meadows Building Site 110

Dear John:

Hope all is going well. The summer is coming to an end too quickly. Seems like the snow in Alta just melted! We have nearly completed our updated draft survey of the Sugarplum Meadows Subdivision. I attach for your review a 9-11-2023 draft of that Survey. This is a draft so we must reserve the right to make additional changes. I also attach a separate page (Page 1 of 1) showing where parking for the owners of Building Sites in Sugarplum Meadows currently exists. Any new construction on Building Site 110 will also have its own garage and driveway parking. This parking includes garages and driveways. Many of the driveways are heated and are available for Building Site owners' guests as anticipated by Section 3.3 of the Sugarplum Meadows Planned Unit Development Declaration. Given the number of parking spaces, and for the reasons stated in our July 17, 2023 letter, we believe that the spaces for two parking places designated in the Site Plan attached to the 1996 Settlement Agreement located on Building Site 110 are unnecessary. We further believe that this parking area should be used for snow removal as noted on Page 7 of the attached Draft Survey.

We have yet to hear back from the Town in response to our July 17, 2023 letter. We believe that our suggestions in that July 17, 2023 letter are primarily for the benefit of the HOA. The proposed changes to the Building Site 110 will greatly improve snow removal and storage in the Sugarplum Meadows Subdivision.

Please note that in the attached Survey, we have shown the non-buildable are on Building Site 110 to be 45 feet **running from the property line between Building Sites 108 & 110** rather than 48 feet running from the corner of John's home on Building Site

108. We believe that this is consistent with you letter to Don Dalton dated August 20, 2004.

We are anxious to hear back from the Town concerning these matters. Please let us know if there is additional information that the Town requires. We believe that the HOA Trustees are also anxious to conclude this matter as the HOA prepares for another snowy winter.

Sincerely,

J. Randall Call

J. Randall Call

Randall Call

From: Randall Call
Sent: Thursday, September 14, 2023 9:42 AM
To: jguldner@townofalta.com
Subject: Sugarplum Meadows Building Site 110
Attachments: John Guldner Letter 9.13.23 Final.docx

John, hope you are well. Please see my attached letter. I apologize for having signed it electronically, but I am at home and my scanner here is a bit funky! I have also included a link below (22550) for the draft Survey and Parking Sheet. This is a draft Survey, so please do not share it with others besides those in the Town who may need to review it for purposes of our requests for changes to the Building Site 110 Site Plan as per our July 17, 2023 letter. Please, if you have any questions, give me a call at (801) 493-9396 or e-mail me.

Best,
Randall

 [22550](#)

Sent 7/17/23
Via E-mail

CIRQUE PROPERTY L.C.
10011 South Centennial Parkway, Suite 275
Sandy, Utah 84070

July 17, 2023

Via E-mail: jguldner@townofalta.com

John Guldner
Town of Alta

Re: Sugarplum Meadows Building Site 110

Dear John:

Hope all is going well. On October 30, 1996, Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadows Associates, by its general partner, Madison Company, as Plaintiffs and the Town of Alta, entered into a Settlement Agreement with the Town of Alta, a copy of which is attached hereto as Appendix "1" (the "10/30/1996 Settlement Agreement").

On June 10, 1999, the parties to the 10/30/1996 Settlement Agreement, entered into an Amendment to the 10/30/1996 Settlement Agreement, a copy of which June 10, 1999 Amendment to October 30, 1996 Settlement Agreement is attached hereto as Appendix "2" (the "6/10/1999 Amended Settlement Agreement").

Section 1 of the 10/30/1996 Settlement Agreement deals with essentially three things: the first paragraph of Section 1 provides that per the Site Plan attached as Exhibit "A" to Appendix "1", the western forty-eight (48) feet of Building Site 110 would be a no-build area. Within that forty-eight (48) foot no-build area, there would be two guest parking spaces and a fifteen-foot-wide snow storage/snow removal corridor to the back (north) property line. The two parking spaces have a combined width of approximately fifteen feet. The adjacent snow storage/snow removal corridor is 15 feet wide, which leaves approximately eighteen (18) additional feet of non-buildable area. See the Exhibit "A" to the attached Appendix "1".

The second paragraph of Section 1 provides that for the benefit of the Town of Alta and Building Site 106, any structure built on Building Site 110 would be built at the natural grade level (any fill being removed), the structure's ridge roof line would be

oriented parallel with the property line separating Building Sites 110 and 112, and the ridge roof line would not exceed 36 feet from natural soil elevation.

Finally, the third paragraph of Section 1 acknowledges that any future structure to be built on Building Site 106 would be limited to three (3) bedrooms despite prior approval of four (4) bedrooms.

Now, over approximately 27 years later, conditions and considerations have changed with respect to Building Site 110. Those changed conditions and additional considerations include:

1. John Byrne, or affiliate entities of John, own Building Sites 106, 107, 108, 109, 110 and 112.
2. The property line common to Building Sites 110 and 112 has been modified such that Building Site 110 has been made larger and a new structure with the ridge roof line running parallel to the new common property line of Building Sites 110 and 112 does not make sense.
3. The drainage easement that ran five (5) feet on either side of the prior property line between Building Sites 110 and 112 has been vacated and a new drainage easement reflecting where the drainage actually occurs has been established over the west ten (10) feet of Building Site 110.
4. The open space and building restrictions (other than the snow removal/snow storage corridor of fifteen feet) really benefit only John as the owner of Building Sites 106, 107, 108, 109 and 112.
5. The two parking spaces are rarely used, and because of an extension to the home on Building Site 108, parking in these two spaces during the winter is problematic because of roof snow shed.
6. The fifteen (15) foot snow removal/snow storage corridor is narrow and is effectively too far to the east to be easily used given the topography of Building Site 110.
7. Section 3.3 of the Sugarplum Meadows Planned Unit Development Declaration provides that "Unless otherwise permitted by the Board, no motor vehicles shall be parked or left on any portion of the Project other than within a driveway, garage or other parking structure." As made evident by this past winter, surface parking in the Project is problematic.

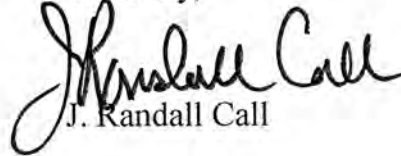
Based upon these factors and considerations, John asks that the Town consider entering into a Site Plan Agreement ("Agreement") similar to the one attached hereto as Appendix "3", which Agreement would remove and/or alter the current Building Site 110 restrictions previously established by the 10/30/1996 Settlement Agreement by: (i) removing any requirement for two parking spaces, (ii) expanding the snow

removal/storage area from fifteen (15) feet wide to thirty (30) feet wide [this snow removal/storage area would begin on the property line between Building Site 108 and 110 and would run into Building Site 110 the thirty (30) feet, see Exhibit "A" to Appendix "3"], (iii) removing the non-buildable restriction on the remaining eighteen (18) feet of Building Site 110, obviously there would be no building allowed in the thirty (30) foot wide snow storage/snow removal area, and (iv) removing building height, removal of fill and home direction restrictions.

While John Byrne is not a party to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement and is not attempting by the Agreement to amend or alter those agreements, Building Sites 106 and 108 appear to be the only intended beneficiaries of the Building Site 110 open space requirement, the two (2) parking spaces, the required removal of fill, and the required building direction or orientation. Given the fact that these Building Site 110 restrictions were established by Settlement Agreements, we believe that these restrictions can be removed by a subsequent agreement between the current real parties in interest.

Once you have had an opportunity to review the attached Agreement, please let me know your thoughts and/or concerns. I am happy to talk by phone or come to Alta and meet with you to further discuss this proposal.

Sincerely,



J. Randall Call

APPENDIX 1

SETTLEMENT AGREEMENT

This Settlement Agreement is made between Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadow Associates, by its general partner, Madison Company ("Plaintiffs") and the Town of Alta, a political subdivision of the State of Utah (sometimes hereinafter referred to as the "Town" or "Alta").

Recitals

A. On June 16, 1982, the Town of Alta and Sorenson Resources Company ("SRC") entered into an agreement ("1982 Agreement") ~~which provided~~, inter alia, for the Town to annex and SRC to develop certain property commonly known as the Blackjack property ("Property").

B. Walter J. Plumb, III, signed the 1982 Agreement for SRC.

C. On July 14, 1983, the Alta Planning Commission approved SRC's application for the issuance of a conditional use permit for the development of the Property as the Sugarplum Planned United Development ("Sugarplum PUD" or "PUD") (hereinafter the "1983 CUP Approval").

D. Since the execution of the 1982 Agreement and the 1983 CUP Approval, Walter J. Plumb, III, has at times served as a corporate officer of SRC or its affiliates, and was authorized at times by SRC, its affiliates, subsidiaries, successors and/or assigns, to obtain the Town's approval for the phased development of the PUD.

E. Phase 1, known as "Sugarplum" was approved and developed at the request of SRC. Phase 2, known as "Sugarplum Village", was approved and developed at the request of Sugarplum Associates, a joint venture between a wholly owned subsidiary of SRC and others. Phase 3, known as "The View", was approved and developed at the request of Walter J. Plumb as an officer of SRC and Kevin Watts and Associates. Phase 4, known as "Superior Point", was approved and developed at the request of Powderhorn Associates, with the knowledge of SRC, its predecessor-in-interest. Phase 5, known as "Sugarplum Meadows", was approved and developed at the request of Sugarplum Meadow Associates, successor-in-interest to Pharmed, Inc., the successor corporation upon merger of Sorenson Resources, Inc., a/k/a SRC and Columbia Resources, Inc., a wholly owned subsidiary of SRC.

F. On April 22, 1988, the Alta Planning Commission conceptually approved conditional use permit applications for Sugarplum Meadows, Phase 5, Lot 1 and Superior Point, Phase 4, Lot 3 of the Sugarplum PUD, permitting a total of 70 bedrooms or guest rooms in both phases ("1988 Approval"). On August 2, 1989, the Alta Planning Commission approved a specific site plan proposal, affirmed the 70 bedroom limitation, and allocated bedrooms as follows: Phase 4 - 28 bedrooms; Phase 5 - 42 bedrooms ("1989 Approval").

G. On July 7, 1995 Plaintiffs commenced a lawsuit against the Town of Alta in the Third Judicial District Court in and for Salt Lake County, State of Utah, Civil No. 950904765CN ("Lawsuit") relating to the development of Phases 4 and 5 of the PUD. Alta, with Plaintiffs' consent, has not filed a response to Plaintiffs' Complaint in the Lawsuit.

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CO. RECORDS

BOOK 8233 PAGE 932

H. Plaintiffs and Alta desire to fully and finally settle all disputes and causes of action advanced in the lawsuit relating to Phases 4 and 5 of the PUD. In furtherance of that objective, the Plaintiffs desire to give Alta assurances that Phases 4 and 5 of the Sugarplum PUD will be developed consistent with the Town's prior approvals, and the Town desires to approve a reallocation of bedroom or sleeping units within Phases 4 and 5 as specifically herein set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

Agreements of the Town and Sugarplum Meadow Associates with Respect to Sugarplum Meadows, Phase 5, Lot 1 of the Sugarplum PUD

1. Building Sites 109-112 in Phase 5 shall be developed in accordance with the amended survey plat or site plan proposed by the Sugarplum Meadow Associates dated August 28, 1996 ("Site Plan"), a copy of which is attached hereto as Exhibit A. The Site Plan provides for a non-buildable forty-eight foot area adjacent to Building Site 108. The "Non-Buildable" area shown on the Site Plan includes space for two additional guest parking stalls, a fifteen foot corridor to be used exclusively for snow removal activities, and additional open space. The guest parking stalls shall be striped, signed and maintained separate and apart from driveways located on other Building Sites within Phase 5. Sugarplum Meadow Associates shall, within thirty (30) days of the date hereof, secure the Homeowners' Association agreement to maintain the Non-Buildable area.

Sugarplum Meadow Associates agrees, for the benefit of the Town and the owners of vacant Building Site 106, that any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Sites 110 and 112 and not parallel with the property line separating Sites 108 and 110. Sugarplum Meadow Associates further agrees to commence construction from the natural soil elevation of Building Site 110 and that the ridge roof line shall be no higher than thirty-six (36) feet from such natural soil elevation. Sugarplum Meadow Associates shall remove from Site 110, prior to the commencement of construction, the three to four feet of construction material, soil and fill previously placed on Sites 110 & 112.

In consideration of the spacing, orientation and elevation of any single family dwelling unit on Building Site 110, the owners of vacant Building Site 106, David and Diana Burrow, have indicated their willingness to discharge and release the Town of Alta and Sugarplum Meadow Associates from claims they may have to a four bedroom entitlement on Building Site 106 and to consent to a limitation of three bedrooms in any structure to be permitted on that Site. The provisions of ¶ 10 are incorporated herein by reference.

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CD RECORDING

BOOK 8293 PAGE 933

2. Sugarplum Meadow Associates, within thirty (30) days hereof, secure the written approval of Utah Power & Light Company for the ramping and storage of snow beneath its existing power line. Alternatively, at its sole cost and expense, Sugarplum Meadow Associates may secure the agreement of Utah Power & Light Company to bury the existing power line. Sugarplum Meadow Associates agrees and covenants that no snow shall be deposited within the high water mark of Little Cottonwood Creek. Sugarplum Meadow Associates shall also hold the Town harmless from and indemnify it against claims, including attorneys' fees and court costs, asserted by homeowners or other third parties for damages related to snow removal and storage activities, so long as Sugarplum Meadow Associates is responsible for snow removal in Phase 5.

3. Within thirty (30) days from the date hereof, Sugarplum Meadow Associates shall enter into a written agreement with the Homeowners' Association with respect to the storage of snow removal equipment, if any, within Phase 5. If that agreement allows snow storage equipment to be stored within Phase 5, Sugarplum Meadow Associates shall hold the Town harmless from and indemnify it against claims, including attorneys' fees and court costs, asserted by homeowners or other third parties for damages caused by such equipment, so long as Sugarplum Meadow Associates is responsible for storage of snow removal equipment in Phase 5.

4. Sugarplum Meadow Associates shall make provision for the placement of a trash dumpster within Phase 5 at a location to be approved by the Homeowners' Association. Sugarplum Meadow Associates shall secure the Homeowners' Association's approval within thirty (30) days from the date hereof.

5. Building Site 109 may be developed to accommodate a four-bedroom structure, provided that particular care shall be taken to prevent removal of no more than two mature trees, subject to the provisions of ¶ 7.

6. The existing manager's residence near Building Site 105 may be remodeled and sold as a residential dwelling, provided that the remodeled dwelling does not exceed 2,800 net livable square feet and does not contain more than 3 bedrooms. A new manager's residence shall be incorporated within the proposed development of Building Sites 111 and 112, as shown on the plans attached hereto as Exhibit B. However, construction on Building Site 105 and on Sites 111/112 may be conducted concurrently so long as title to a new manager's unit at Sites 111/112 is transferred to the Homeowner's Association and an occupancy permit issued for the manager's unit by November 15 of that year, ensuring that manager's unit is in place for the entire winter skiing season. In the event that the new manager's unit is not ready for occupancy by November 15, then Sugarplum Meadow Associates shall, at its sole cost and expense, provide temporary lodging within Phase 5 for the manager until the manager's unit is ready for occupancy.

7. Tree removal and revegetation plans are approved as proposed, subject to field verification of all vegetation prior to commencement of construction, with revegetation to be accomplished in accordance with the applicable ordinance provisions.

appealable decision. The Town and Sugarplum Meadow Associates shall equally share the costs and fees associated with the engagement of such an intermediary.

**Agreements of the Town and Powderhorn Associates with Respect to
Superior Point Meadows, Phase 4, Lot 3 of the Sugarplum PUD**

13. Snow removal and snow storage is accepted as currently proposed and implemented.

14. Storage of snow removal equipment within Phase 4 is subject to the same limitations set forth in Paragraph 3 above for Phase 3.

15. A signed "no parking area", 25 feet in width, shall be maintained between the southwest and northwest buildings. Provision may be made, at Powderhorn Associates' discretion, for a striped parking stall on either side of the 25 foot restricted area. The purpose of the restricted area is to ensure an adequate turn-around for fire and emergency response equipment.

16. Tree removal and revegetation plans are approved as proposed, subject to field verification of all vegetation prior to commencement of construction, with revegetation to be accomplished in accordance with applicable ordinance provisions. Powderhorn Associates shall, prior to removing any further vegetation from Phase 4, stake the boundaries between Phase 1 and Phase 4 and take special precautions to remove no vegetation from within the boundaries of Phase 1.

17. Nothing herein provided shall be construed as waiving or relaxing the requirement of Alta's Uniform Zoning Ordinance, § 22-8-4(3), that no development shall be permitted on slopes exceeding a 30% grade.

18. Within 30 days of execution of this Agreement, the manager's residence shall be conveyed to the Homeowner's Association in accordance with the terms and conditions of the initial Phase 4 approval.

19. The bedroom count in Phase 4 shall be increased from 28 to 32.³ The parties agree that the three existing structures contain 24 bedrooms. Accordingly, Powderhorn Associates may construct one additional building consisting of two dwellings containing in total no more than 8 bedrooms.

20. The Town will not approve building permits for any structures which contain living areas that may also function as bedrooms or sleeping areas which exceed the number approved in ¶ 19; e.g. loft areas and low or inclined ceiling areas which accommodate and invite utilization as sleeping areas. The existence of functional "bedroom or sleeping" areas

³ Under the terms of the 1989 Approval, a total of 28 bedrooms were allocated to Phase 4. The parties have, therefore, agreed to allocate the remaining 4 bedroom "credits" attributable to the Hellgate conveyance to permit a new bedroom count in Phase 4 of 32.

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CO. RECORDS

BOK 8293 PAGE 936
WSP 8-1-99

appealable decision. The Town and Sugarplum Meadow Associates shall equally share the costs and fees associated with the engagement of such an intermediary.

**Agreements of the Town and Powderhorn Associates with Respect to
Superior Point Meadows, Phase 4, Lot 3 of the Sugarplum PUD**

13. Snow removal and snow storage is accepted as currently proposed and implemented.

14. Storage of snow removal equipment within Phase 4 is subject to the same limitations set forth in Paragraph 3 above for Phase 5.

15. A signed "no parking area", 25 feet in width, shall be maintained between the southwest and northwest buildings. Provision may be made, at Powderhorn Associates' discretion, for a striped parking stall on either side of the 25 foot restricted area. The purpose of the restricted area is to ensure an adequate turn-around for fire and emergency response equipment.

16. Tree removal and revegetation plans are approved as proposed, subject to field verification of all vegetation prior to commencement of construction, with revegetation to be accomplished in accordance with applicable ordinance provisions. Powderhorn Associates shall, prior to removing any further vegetation from Phase 4, stake the boundaries between Phase 1 and Phase 4 and take special precautions to remove no vegetation from within the boundaries of Phase 1.

17. Nothing herein provided shall be construed as waiving or relaxing the requirement of Alta's Uniform Zoning Ordinance, § 22-8-4(3), that no development shall be permitted on slopes exceeding a 30% grade.

18. Within 30 days of execution of this Agreement, the manager's residence shall be conveyed to the Homeowner's Association with the terms and conditions of the initial Phase 4 approval.

19. The bedroom count in Phase 4 shall be increased from 28 to 32.³ The parties agree that the three existing structures contain 24 bedrooms. Accordingly, Powderhorn Associates may construct one additional building consisting of two dwellings containing in total no more than 8 bedrooms.

20. The Town will not approve building permits for any structures which contain living areas that may also function as bedrooms or sleeping areas which exceed the number approved in ¶ 19; e.g. loft areas and low or inclined ceiling areas which accommodate and invite utilization as sleeping areas. The existence of functional "bedroom or sleeping" areas

³ Under the terms of the 1989 Approval, a total of 28 bedrooms were allocated to Phase 4. The parties have, therefore, agreed to allocate the remaining 4 bedroom "credits" attributable to the Hellgate conveyance to permit a new bedroom count in Phase 4 of 32.

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BOOK 8293 PAGE 936

shall be established by the Town's building official during plan review. The building official's determination shall not be dependent on how a particular living area is labeled or designated in the building plans.

21. If Powderhorn Associates disagrees with the Town's future designation or classification of a living area as a "bedroom or sleeping area", the parties agree to appoint an impartial state certified building inspector from another jurisdiction to render a binding, non-appealable decision. The Town and Powderhorn Associates shall equally share the costs and fees associated with the engagement of such an intermediary.

General Agreements Relating to Phases 4 and 5

22. Time is of the essence with respect to the future performance required of the Plaintiffs under ¶¶ 1, 2, 3, 4, 10 and 18. Accordingly, if Plaintiffs fail to timely perform those obligations, the Town, in its sole and absolute discretion, may order Plaintiffs to stop all work within Phases 4 and 5 until the requirements of ¶¶ 1, 2, 3, 4, 10 and 18 are satisfied. The Town shall be entitled to injunctive relief to enforce any such stop work orders and to an award of attorneys' fees reasonably incurred in enforcing the provisions of this paragraph.

23. Plaintiffs shall convey to Friends of Alta, a non-profit corporation, or another non-profit entity designated by the Town, free and clear of all charges, assessments, liens and encumbrances, Lot No. 9 in the Hellgate Subdivision. A portion of Lot 9 is contiguous to Phase 4. The Hellgate Lot shall be restricted in perpetuity to prevent any and all residential or commercial development. The parties acknowledge and agree that the Hellgate Lot could accommodate a residential dwelling of approximately 5,000 square feet, containing as many as 6 bedrooms.

24. It is the intent of the parties that the Hellgate Lot be considered part of the Sugarplum PUD for the purpose of determining the Plaintiffs' compliance with the terms of the 1989 Approval for Phase 4 and 5, as heretofore noted in ¶¶ 9 and 19.

25. Walter J. Plumb, III, in his capacity as a partner in the Plaintiff Partnerships and as a former officer of Sorenson Development, Inc., a/a SRC, represents and warrants to the Town that, prior to the termination of his interests in SRC and his resignation or removal as an officer of SRC, at which time Plumb and Plaintiffs acquired title to Lot 1, Phase 5 of the Sugarplum PUD, and SRC and its successors own Lots 4, 5 and 9 in the Sugarplum PUD, SRC knew and had available to it information establishing that Phase 5, Lot 1 would be entitled to a density of 20 units.

The above representations and warranties shall survive the completion of Phases 4 and 5 and will be relied upon by the Town in approving the issuance of additional building and occupancy permits in Phases 4 and 5 of the PUD.

26. Plaintiffs hereby agree to, and shall instruct their counsel, to move and stipulate to dismissal of the Lawsuit, with prejudice, each party to bear its own costs and attorneys' fees.

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CO. RECORDS

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27. Plaintiffs hereby release and waive any and all claims, demands, actions, causes of action, damages, costs, expenses, or other rights of any nature whatsoever whether known or unknown, presently existing or arising in the future, against Alta, arising out of or in any way relating to the Lawsuit.

28. Each of the persons signing this Settlement Agreement on behalf of Plaintiffs and Alta, as the case may be, hereby represents and warrants that said person has the authority to execute and deliver this Settlement Agreement and that this Settlement Agreement shall be valid, binding and enforceable in accordance with its terms.

29. Plaintiffs represent and warrant that they are the sole owners of the claims and actions which are settled by this Agreement, that there has been no prior assignment of transfer of those claims and actions, and that those claims and actions are not subject to any security interest, liens, or other encumbrance, except a statutory lien for attorneys fees in favor of Donald F. Dalton. WSP By [Signature]

30. By entering into this Settlement Agreement, Alta neither admits nor acknowledges any liability whatsoever with respect to the claims asserted in the Lawsuit and specifically denies all such claims.

31. This Settlement Agreement shall be binding upon, extend to, and inure to the benefit of the predecessors, successors, and assigns of the parties, their officers, directors, employees, agents and representatives of the parties, and to all persons or entities claiming by, through or under any of the parties hereto.

32. This Settlement Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of said counterparts shall be an original, but all counterparts together shall constitute one and the same instrument.

33. This Settlement Agreement constitutes the entire agreement between the parties. Provided, however, none of the provisions herein shall be construed as relaxing or waiving the applicable requirements of Alta's Uniform Zoning Ordinance, the Uniform Building Code or other applicable state or federal laws with respect to the issuance of permits for the further development of Phases 4 and 5 of the PUD.

34. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

35. This Agreement is not intended to revoke, nullify or modify the terms and conditions of the June 16, 1982 Agreement between SRC and the Town of Alta.

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BOOK 8293 PAGE 938

Dated as of 10-30-96, 1996.

THE TOWN OF ALTA

By: [Signature]Printed Name: William H. LevittTitle: Mayor

POWDERHORN ASSOCIATES

By: Ski Resort Development, Inc.Title: General Partner of Powderhorn AssociatesBy: [Signature]Printed Name: Ronald A. FerrisIts: pro

SUGARPLUM MEADOW ASSOCIATES

By: The Madison CompanyTitle: General Partner of Sugarplum MeadsBy: [Signature]Printed Name: Ronald A. FerrisIts: pro

[Signature]
Walter J. Plumb, III, individually, and as a partner in Plaintiff
Sugarplum Meadow Associates as to the representations contained in ¶ 25

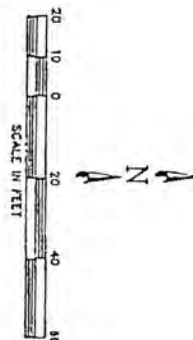
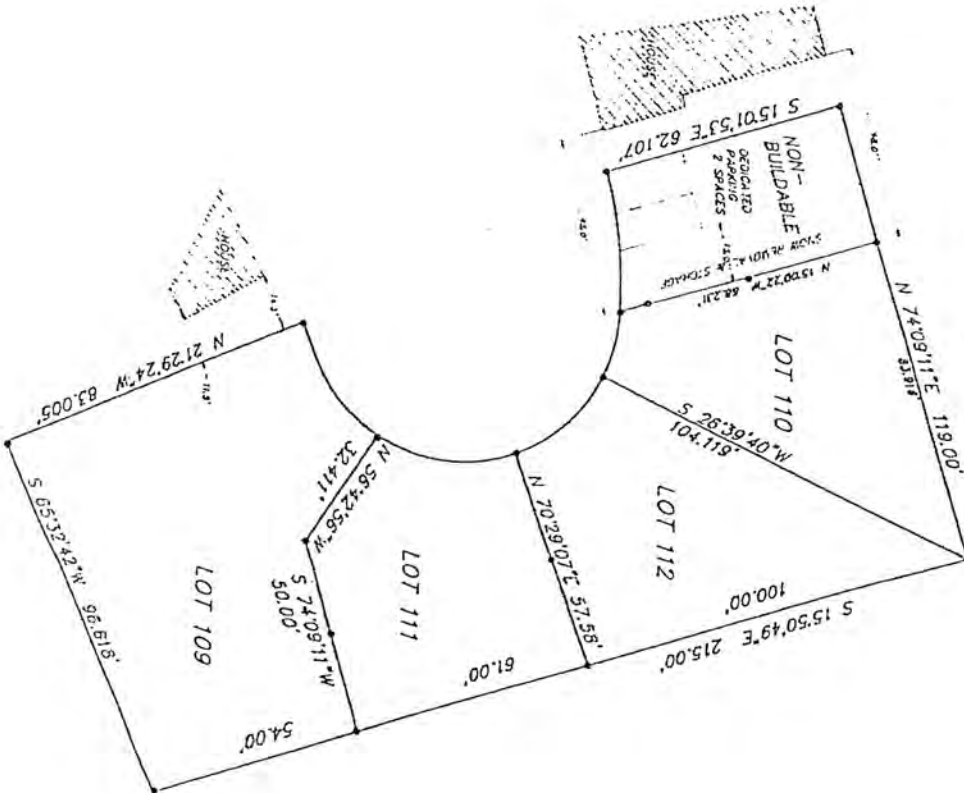
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CO. RECORDS

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WSP By DD

EXHIBIT A
Powderhorn Associates, et al.
Town of Alta Settlement Agreement

SUGARPLUM MEADOWS P.U.D.



Handwritten signature and initials
WSP
BQ
SD

MOUNTAIN STATES SURVEYS 140 WEST 2100 SOUTH, SUITE 110 SALT LAKE CITY, UTAH 84115 PH. 801-465-5431	DATE: _____ BY: _____ CHECKED: _____ DATE: _____	SURVEY PLAT RON FERRIN	DATE: 8-28-1998 JOB NO.: 2708.100 SHEET: 7208B
---	---	-----------------------------------	---

CR17-001464

APPENDIX 2

6.14.99

Post-It [™] brand fax transmittal memo 7671		# of pages: 11
To: Randall Call	From: John Guldner	
Co. Prince Yeates...	Co. Town of Alta	
Dept.	Phone: 363-5105	
Fax # 524-1099	Fax # 742-1006	

SETTLEMENT AGREEMENT

This amendment to the October 30, 1996, Settlement Agreement is made between Powderhorn Associates, by its partner, Ski Resort Development Inc., and Sugarplum Meadow Associates, by its general partner, Madison Company ("Plaintiffs") and the Town of Alta, a political subdivision of the State of Utah (sometimes hereinafter referred to as the "Town" or "Alta").

Recitals

A. On October 30, 1996, the parties entered into a Settlement Agreement relating to claims asserted by plaintiffs in lawsuit against the Town of Alta in the Third Judicial District Court. A copy of that Settlement Agreement is attached hereto as an exhibit, (hereinafter "Original Settlement Agreement").

B. The parties desire to amend the Original Settlement Agreement as hereinafter set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Amended Settlement Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

1. The first sentence of paragraph 1 of the Original Settlement Agreement is hereby amended to read as follows:

"Building Sites 109-112 in Phase 5 shall be developed in accordance with a second amended survey plat or site plan submitted by the Sugarplum Meadow Associates dated May 18, 1999 ("Amended Site Plan"), a copy of which is attached hereto as Exhibit A-1."

The remaining provision of this paragraph in the Original Settlement Agreement remain unaltered and in full force and effect.

2. Paragraph 5 of the Original Settlement Agreement is hereby amended as follows:

"Building Site 109 may be developed to accommodate a 6-bedroom structure, provided that particular care shall be taken to prevent removal of no more than two (2) mature trees, subject to the provisions of ¶ 7.

3. The first two sentences of paragraph 6 of the Original Settlement Agreement are hereby amended as follows:

"The existing manager's residence near Building Site 105 may be remodeled and sold as a residential dwelling, provided that the remodeled dwelling does not exceed 2,800 net livable square feet and does not contain more than three bedrooms. A new manager's residence shall be incorporated within the proposed development of Building Sites 111 and 112, as shown on the amended plans and drawings dated May 18, 1999, copies of which are attached hereto as Exhibit B-1."

The remaining portions of this paragraph in the Original Settlement Agreement remain unaltered and in full force and effect.

4. Paragraph 9 of the Original Settlement Agreement, specifically the chart set forth in that paragraph, shall be amended as follows:

"Building Site 109 may accommodate six (6) bedrooms. Building Sites 111/112 shall accommodate no more than two (2) bedrooms. The total number of bedrooms permissible within phase 5 shall remain at and not exceed 42."

The remaining provision of this paragraph in the Original Settlement Agreement remain unaltered and in full force and effect.

5. Unless expressly herein provided, this Amended Settlement Agreement is not intended to revoke, nullify or modify any other provision of the Original Settlement Agreement.

6. Each of the persons signing this Amended Settlement Agreement on behalf of Plaintiffs and Alta hereby represents and warrants that said person has the authority to execute and deliver this Amended Settlement Agreement and that this Amended Settlement Agreement shall be valid, binding and enforceable in accordance with its terms.

7. If any legal action is brought for the enforcement of this Amended Settlement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of its provisions, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

8. The Plaintiffs represent and warrant to the Town of Alta that they have notified the owners and/or lessees of Building Sites 109-112 of the terms and provisions of this Amended Settlement Agreement and that said persons or entities have consented to the terms and provisions hereof.

9. The Plaintiffs shall hold the Town of Alta harmless from and indemnify it against, including attorneys' fees, demands, claims, causes of action or lawsuits asserted and/or filed by third parties who may claim, among other things, that their real property interests have been damaged, impaired or compromised as a result of the terms and provisions of this Amended Settlement Agreement.

WRL RZ
W

DATED as of this 10th day of ^{June} ~~May~~, 1999.

THE TOWN OF ALTA

By: William H. Levitt
Printed Name: William H. Levitt
Title: Mayor, Town of Alta

POWDERHORN ASSOCIATES

By: Ronald Plumb
Title: pres.
By: _____
Printed Name: _____
Its: _____

SUGARPLUM MEADOW ASSOCIATES

By: Ronald Plumb
Title: pres.
By: _____
Printed Name: _____
Its: _____

Walter J. Plumb, III
Walter J. Plumb, III, individually and as a partner in Plaintiff
Sugarplum Meadow Associates

-FOUR COPY-
CO. RECORDED

BOOK 8293 PAGE 931

CR17-001562

106

108

L2574
823.4706'
882.00
LC2535

N15°01'53"W 62.11

REAR
YARD
ENCLOSURE
E-67456

SHOW REMAIN
STORAGE
H. 15°00'00" S1
W. 68.251'

46.0'

N74°09'11"E 119.00
83916

N16°59'40"E
104.119

S15°50'49"E 136.49

S15°50'49"E 78.51

111

N74°09'11"E 71.21

L9445
4874.33'
81000
LC9303

20' Right of Way

L10634
8200.17'
8200.17'
LC10634

N21°29'24"W 83.01

L874
823.1153'
823.60
LC874

L2613
437.2523'
84000
LC2516

109

N32°42'W 96.62

Plat A-1
reduced

SCALE 1" = 20ft



YHC

Exhibit B.1
May 18, 1999



SOUTH ELEVATION

CR17-001450

RZ
JK

11 12 13 17 25

APPENDIX 3

DRAFT

SITE PLAN AGREEMENT FOR BUILDING SITES
109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT

This SITE PLAN AGREEMENT FOR BUILDING SITES 109 - 112 OF SUGARPLUM MEADOWS PLANNED UNIT DEVELOPMENT ("Site Plan Agreement") is entered into and made effective as of July __, 2023 (the "Effective Date") by and between JOHN J. BYRNE III as owner of Building Sites 106 and 108 ("106 & 108 Owner"), WEST ALTA HOLDINGS, L.C., a Utah limited liability company as owner of Building Sites 107 and 109 ("107 & 109 Owner"), DGH, L.C., a Utah limited liability company as owner of Building Sites 110 and 112 ("110 & 112 Owner") (the 106 and 108 Owner, the 107 and 109 Owner and the 110 and 112 Owner being collectively referred to herein as the "Building Sites Owners"), and the TOWN OF ALTA, a political subdivision of the State of Utah (hereafter sometimes referred to as the "TOWN" or "ALTA") (hereafter, the "Parties" or a "Party").

SUGARPLUM MEADOWS OWNERS ASSOCIATION (the "ASSOCIATION") is executing this Site Plan Agreement to evidence its approval of and consent to this Site Plan Agreement.

RECITALS

WHEREAS, on October 30, 1996, Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadows Associates, by its general partner, Madison Company, as Plaintiffs and the TOWN, entered into a Settlement Agreement (the "10/30/1996 Settlement Agreement").

WHEREAS, on June 10, 1999, the parties to the 10/30/1996 Settlement Agreement, entered an Amendment to the 10/30/1996 Settlement Agreement (the "6/10/1999 Amended Settlement Agreement").

WHEREAS, the Building Sites Owners are the real parties in interest to the subject matter of this Site Plan Agreement in that they are the owners of all of the building sites affected by the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement, and the Plaintiffs described in the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement have no further legal interest in any of the building sites (hereafter "Building Sites" or "Building Site") located within Sugarplum Meadows Planned Unit Development ("Sugarplum Meadows PUD").

WHEREAS, to the extent legally required, if approval of this Site Plan Agreement by the ASSOCIATION requires approval by the members of the ASSOCIATION, such approval will be obtained by the ASSOCIATION prior to its execution of this Site Plan Agreement.

NOW THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is acknowledged, the Parties hereto agree as follows:

SECTION 1. Building Sites 109-112 in Phase 5 of Sugarplum Meadows PUD shall be developed in accordance with the Site Plan dated July 14, 2023, a copy of which Site Plan (the "Site Plan") is attached hereto as Exhibit "A". The Site Plan provides for a thirty (30) foot wide drainage, snow removal, and snow storage area running along the common property line of Building Sites 108 and 110. A storm drain easement, for a buried storm drain occupies a ten (10) foot wide portion of such thirty (30) foot drainage, snow removal and snow storage area.

Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to (i) two (2) guest parking stalls and/or (ii) additional open space and/or non-buildable area on Building Site 110 are specifically removed by this Site Plan Agreement. In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 1, the provisions of the above first paragraph of this Section 1 shall take precedence and shall apply.

SECTION 2. Any prior reference, including in the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement, to any requirement that: (i) any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Building Sites 110 and 112 and not parallel with the property line separating Building Sites 108 and 110, (ii) construction on Building Site 110 shall commence from the natural soil elevation of Building Site 110, (iii) the ridge roof line of any single family dwelling unit constructed on Building Site 110 be no higher than thirty-six (36) feet from the natural soil elevation, and/or (iv) prior to construction on Building Site 110 that any material, soil and/or fill previously placed on Building Sites 110 and 112 be removed are specifically vacated, withdrawn and removed by this Site Plan Agreement.

In the event of any conflict between this Site Plan Agreement and the 10/30/1996 Settlement Agreement and/or the 6/10/1999 Amended Settlement Agreement as it relates to the above first paragraph of this Section 2, the provisions of the above first paragraph of this Section 2 shall take precedence and shall apply.

SECTION 3. This Site Plan Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

SECTION 4. This Site Plan Agreement shall be effective as of the above defined Effective Date.

SECTION 5. While the Parties hereto, other than the TOWN, are not parties to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, they

Site Plan Agreement
July __, 2023

are the current owners of Building Sites 106, 108, 109, 110 and 112 and are all of the intended beneficiaries of the operative provisions of the 10/30/1996 Settlement Agreement and the 6/10/1999 Amended Settlement Agreement which are affected by the provisions of SECTION 1 and SECTION 2 above.

SECTION 6. This Site Plan Agreement is not intended in any way to be an amendment to the 10/30/1996 Settlement Agreement or the 6/10/1999 Amended Settlement Agreement, but rather is intended to be a subsequent agreement of the Parties based upon the: (i) current ownership of Building Sites 106, 108, 109, 110 and 112, (ii) current development of Sugarplum Meadows PUD, and (iii) present circumstances.

SECTION 7. No alteration, modification, or interpretation of this Site Plan Agreement or the Exhibits hereto shall be binding unless in writing and signed by the Parties hereto.

SECTION 8. If any provision of this Site Plan Agreement or any application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Site Plan Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be effected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 9. This Site Plan Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

SECTION 10. Each Party executing this Site Plan Agreement represents and warrants that they are fully authorized to do so.

SECTION 11. This Site Plan Agreement specifically affects a portion of the real property described on Exhibit "B" attached hereto and may be recorded with the Salt Lake County Recorder at the request of any Party hereto.

Dated and made effective as stated above.

TOWN OF ALTA

By: _____

Its: _____

OWNER BUILDING SITES 106 & 108

JOHN J. BYRNE III

Site Plan Agreement
July __, 2023

OWNER BUILDING SITES 107 & 109

WEST ALTA HOLDINGS, L.C., a Utah limited liability company,

By: _____
Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

OWNER BUILDING SITES 110 & 112

DGH, L.C., a Utah limited liability company

By: _____
Cirque Properties, Inc., a Wyoming corporation,
Its: Manager

By: Douglas B. Christensen
Its: CFO

APPROVED AND CONSENTED TO
THIS ____ DAY OF _____, 2023:

SUGARPLUM MEADOWS HOMEOWNERS'
ASSOCIATION, a Utah nonprofit corporation

By: _____
Name: John J. Byrne
Title: President and Trustee

By: _____
Name: Samuel H. Adams
Title: Trustee

Site Plan Agreement
July __, 2023

By: _____
Name: Paul Gongaware
Title: Trustee

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared _____, who acknowledged to me that he/she is the _____ of the Town of Alta and who acknowledged to me that he/she executed the foregoing instrument on behalf of the Town of Alta.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C., who acknowledged to me that he executed the foregoing instrument on behalf of WEST ALTA HOLDINGS L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of WEST ALTA HOLDINGS L.C.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared DOUGLAS B. CHRISTENSEN, the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C., who acknowledged to me that he executed the foregoing instrument on behalf of DGH, L.C., in his capacity as the Chief Financial Officer of Cirque Properties, Inc., the Manager of DGH, L.C.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared John J. Byrne, who acknowledged to me that he executed the foregoing instrument in his capacity as the duly authorized President, and Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Samuel H. Adams, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

Site Plan Agreement
July __, 2023

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

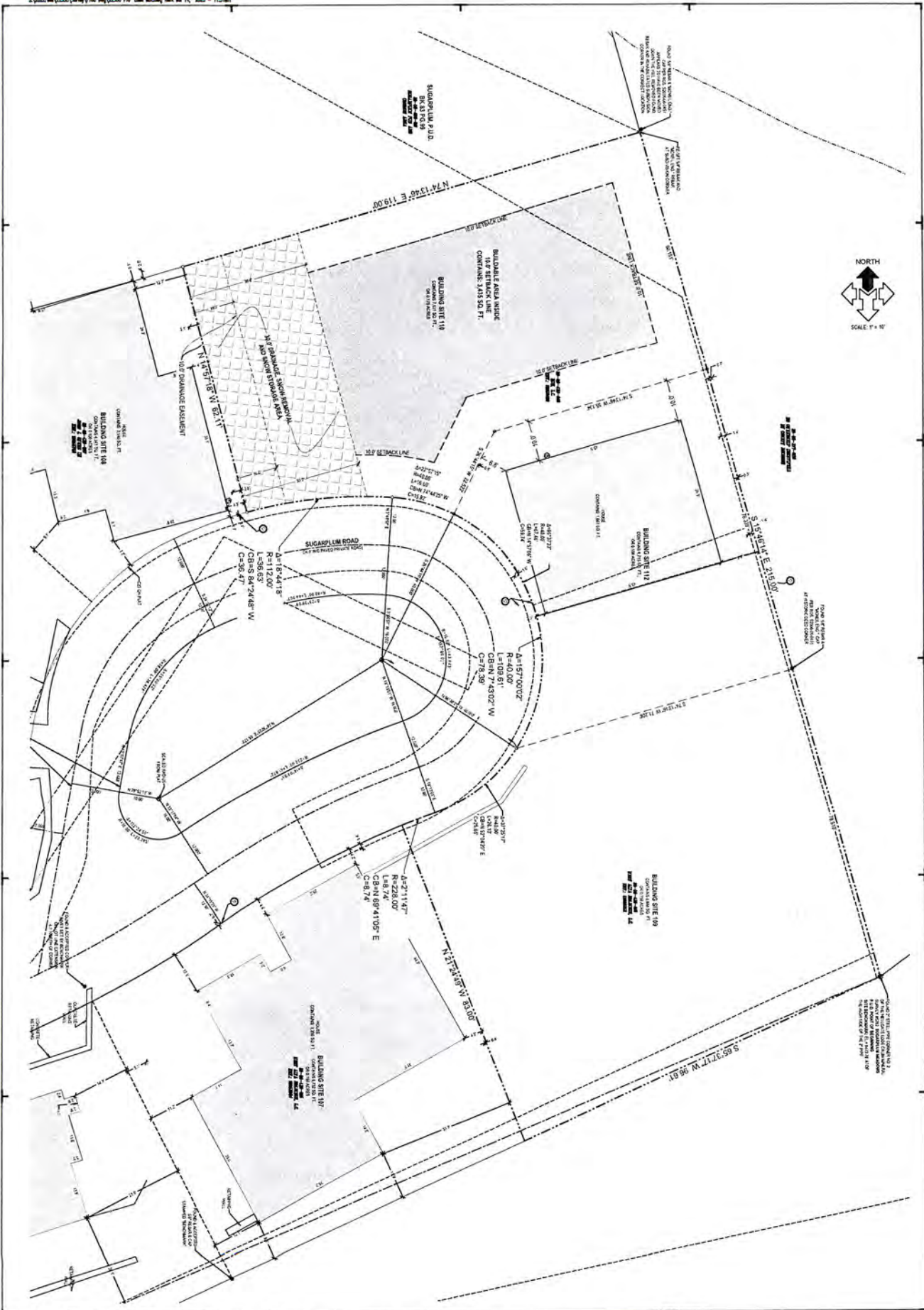
On this ____ day of _____, 2023, before me a Notary Public in and for said county and state, personally appeared Paul Gongaware, who acknowledged to me that he executed the foregoing instrument in his capacity as a Member of the Board of Trustees of Sugarplum Meadows Homeowners' Association, a Utah corporation, which thereby executed and approved the same.

WITNESS my hand and notarial seal

Notary Public

EXHIBIT "A"

SITE PLAN AGREEMENT FOR BUILDING SITE 109 - 112



REVISIONS		
REV	DATE	DESCRIPTION
1	7/27/23	RELEASE FOR REVIEW
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AMENDED SUGARPLUM MEADOWS P.U.D.

BUILDING LOT 110 EASEMENT MODIFICATIONS
ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

McNEIL ENGINEERING
Surveying and Boundary Design, Professional Van Kester and Trust
6418 South Sandy Parkway, Suite 300 Sandy, Utah 84070 801.584.7796 www.mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

EXHIBIT "B"

LEGAL DESCRIPTION OF PART I OF THE PROJECT

THAT PORTION OF LOT 1, SUGARPLUM PUD AMENDED, DESCRIBED AS FOLLOWS:

Beginning at a point which is North 15°50'49" West 215.00 feet and South 74°09'11" West 210.00 feet and South 29°09'11" West 105.00 feet and South 74°09'11" West 109.00 feet from the point of beginning of Sugarplum Meadows, said point of beginning of Sugarplum Meadows being located North 67°08'19" East 1484.27 feet from a 2" steel pipe in the Rock Kern of Corner No. 2, of the Blackjack Mining Lode Claim, Survey #5288, said claim corner being located South 32°13'19" West 3377.23 feet more or less from the Northeast corner of Section 6, Township 3 South, Range 3 East, Salt Lake Base and Meridian, and running thence from the true point of beginning thence South 19°35'18" East 71.73 feet to a point on a curve to the left, thence along said curve to the left (radius 182.00 feet, delta 16°32'23", chord bearing and distance: South 62°08'30" West, 52.36 feet), an arc distance of 52.54 feet to the point of a compound curve to the left, thence along said compound curve to the left (radius 147.69 feet, delta 28°47'03", chord bearing and distance: South 39°28'48" West, 73.42 feet), an arc distance of 74.20 feet to the beginning of a curve to the right (radius, 125.00 feet, delta 32°22'25", chord bearing and distance: South 41°16'29" West, 69.69 feet, thence South 32°32'19" East 3.13 feet, thence South 70°08'54" West 66.33 feet), thence North 29°09'11" East 240.00 feet, thence North 74°09'11" East 61.00 feet to the point of beginning.

Tax Identification Numbers

Building Site 101	30-06-429-002
Building Site 102	30-06-429-004
Building Site 103	30-06-429-012
Building Site 104	30-06-429-005
Building Site 105	30-06-429-014
Building Site 106	30-06-429-006
Building Site 107	30-06-429-015
Building Site 108	30-06-429-007
Building Site 109	30-06-429-019
Building Site 110/112	30-06-429-018
Building Site 113	30-06-429-013
Common Area	30-06-429-011

Tab 4

September 28, 2023

Via Email to pmclean@townofalta.com

Town of Alta
c/o Polly McLean, City Attorney

Re: Sugarplum Meadows Subdivision (Expansion of Snow
Removal and Storage Area - Modification of Building Site 110
Building Restrictions)

Dear Polly:

Our law firm represents the Sugarplum Meadows Homeowners Association, a Utah nonprofit corporation (the "HOA"). I am writing to confirm the following facts related to the pending request by the owner of Building Site 110 (DGH, L.C., an affiliate of John Byrne) for the Town's approval, to the extent it might be required (the HOA does not believe it is) to the modification of certain provisions of the settlement agreements entered into between the original developers of this Subdivision and the Town in 1996, as amended in 1999.

The HOA has duly approved the owner's request and proposal, with all Building Site owners who voted (11/12) voting in favor. One owner did not respond or vote. This owner's Building Site is not affected by the proposal.

It is critical to the HOA that the Building Site 110 owner's generous proposal to increase for the benefit of the HOA the width of the fifteen (15) foot wide snow storage and removal corridor to thirty (30) feet in width, be implemented before this winter's snowfall. The existing corridor is not wide enough, as confirmed by the affidavit of the independent contractor who performs snow removal for the HOA.

With regard to the removal or modification of the building restrictions (grade, roof height, modification of "no-build" area, deletion of two designated parking spaces, etc.), both the "burdened" and "benefitted" Building Sites with regard to those restrictions are now all beneficially owned by the same person (John Byrne, or his affiliates), and they serve no legitimate purpose. With respect to the elimination of the two designated parking spaces on Building Site 110, the CC&R's for the Subdivision do not allow parking on those spaces in any event. Section 3.3 of the Declaration requires that all

ATTORNEYS AT LAW

D. Jay Carter
James S. Jarron
Larry G. Moore
Jeffrey W. Muehl
Dore L. Olson
Jeffrey W. Quinn
David J. Raskin
Ellen J. D. Tschirch
Kevin T. Glade
Lester R. Esch
Stephen C. Tingley
John R. Madden
Scott A. Hagen
Rick L. Rose
Brent D. White
Steven W. Call
Sally B. McMenamin
Steven G. Jones
Mark A. Collier
Gregory J. Savage
Kelly J. Applegate
Justin F. Tott
Liesel B. Stevens
Robert G. Rice
Arthur D. Berger
Rick Thaler
John W. Mackay
McKay M. Pearson
Matthew N. Evans
Gary L. Longmont
John P. Wunderl
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Samuel C. Shaght
Paul C. Burke
Elaine M. Maragakis
D. Zachary Wikman
Michael D. Mayfield
Bryan K. Basmell
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Kristine M. Larsen
Gregory S. Roberts
Christopher N. Nelson
Angela L. Atkin
Samuel A. Lambert
David H. Leigh
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Richard H. Madam, II
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Charles H. Lowry
David B. Dumble
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R. Day Moberg
Paul R. Taylor
J. Ryan Panko
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Tiffany Hughes-Henry
James A. Solomon
Alison B. Boyum
Skye Lazaro
Adam K. Richards
Beth J. Ranscho
Jeffrey S. Rasmussen
James Buttrick
Christopher K. Hallstrom
Kennedy D. Nade
Katherine E. Poole
Jasch K. Ullrich
John D. Carpenter
Whitney Hulet Kugler
Blake M. Houtzeger
Nathan L. Brown
Ray Dharwal
L. Ramzi Hattawy
Thomas L. Langford
Aaron C. Hinton
Jason M. Thomas
Andrew Ruppel
Austin C. Hale
Michael A. Clayborne
Isabella A. Rasmussen
Austin P. Anderson
Emily B. Brown
Jacob G. Rogers
Marissa A. Womack
Lydia A. Reith
Taylor B. Wolford
Lisa B. Harpell
Stephanie Hanawalt

OF COUNSEL

Harriet C. Jesty
Jonathan A. Dibble
John A. Adams
Kathleen M. Benson
Jordan Christensen
Aimee A. Monson
Katie A. Eccles
Wendy L. Dyer

SALT LAKE CITY OFFICE
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Salt Lake City, Utah
84145-0385

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www.rqn.com

PROVO OFFICE
86 North University Ave.
Suite 430
Provo, Utah
84601-4420

801 342-2400 TEL
801 375-8379 FAX

owners and guests park in "a driveway, garage or parking structure." The Subdivision's year round Rules and Regulations, which were duly adopted several years ago, do not allow parking other than within an owner's garage, driveway, or in front of the owner's property (and with regard to this last alternative – only on days when no snow removal is required). The area designated for these two parking spaces is far better used to meet the HOA's needs for snow removal and storage.

These restrictions on their face were never for the benefit of the HOA, and no "common area" or "common facilities" in which the HOA has an interest are affected by the pending request.

The HOA joins in the Building Site 110 owner's request that the Building Site 110 restrictions be modified as requested.

Sincerely,

RAY QUINNEY & NEBEKER P.C.



Larry G. Moore
Attorney for the Sugarplum Meadows
Homeowners Association

Tab 5

From: Paul Gongaware <paul@westalta.com>
Sent: Wednesday, September 13, 2023 5:04 PM
To: John Guldner <jguldner@townofalta.com>
Cc: Sam Adams <sam@adamsdavis.com>; John Byrne <Johnbyrne333@cs.com>
Subject: Meadows changes

Via E-mail: jguldner@townofalta.com

John Guldner
Town of Alta

Re: Modifications to Building Site 110 Sugarplum Meadows Planned Unit Development

Greetings John:

As you are aware, I am on the Board of Trustees of the Sugarplum Meadows Home Owners Association. I approve of the changes proposed by John Byrne to Building Site 110 which will remove the two unnecessary parking spaces, increase the snow storage and snow removal area from 15 feet wide to 30 feet wide, and remove approximately 15 feet of "non-buildable area". Doubling the size of the snow removal and snow storage areas will greatly improve our snow removal in the tight cul-de-sac during winter months.

The deletion of building height restrictions and ridge roof line orientation for a new home to be constructed on Building Site 110 has no impact upon the homes already constructed in the Subdivision, except possibly John Byrne's home on Building Site 108 and any new construction of a home on Building Site 106. However, since John is the owner of Building Sites 106 and 108, the Building Site restrictions that presently exist are for his benefit and have no additional effect on the HOA generally.

Finally, the proposed changes to the Site Plan for Building Site 110, if legally required, will be presented to the Members of the HOA for their approval. John Byrne owns one half of the Building Sites in the Sugarplum Meadows Subdivision, so with John's vote, my vote and Sam Adams' vote, we have a clear majority of Members approving, if any approval becomes necessary.

With winter approaching it's important for the HOA to solidify our snow removal and storage plans quickly. Please let me know if I can assist in moving this forward.

Sincerely,

/S/

Paul Gongaware

From: Sam Adams <Sam@adamsclavis.com>
Sent: Wednesday, September 13, 2023 5:57 PM
To: John Guldner <jguldner@townofalta.com>; Paul Gongaware <paul@westalta.com>
Cc: John Byrne <Johnbyrne333@cs.com>
Subject: RE: Meadows changes

Re: Modifications to Building Site 110 Sugarplum Meadows

Dear John,

Let me pile on concerning the issue. I completely concur with Paul on this issue.

Like Paul, I am a homeowner and a Trustee of the Board of Trustees of the Sugarplum Meadows HOA. John Byrne has proposed changes to Building Site 110 to remove the two parking spaces. These changes will increase snow storage and the snow removal area from 15 feet wide to 30 feet wide, and to remove the additional approximate 15 feet of "non-buildable area".

I fully support John Byrne's proposals. These changes will double the size of the snow removal. The snow storage area will improve snow removal in the tight cul-de-sac during winter months and improve safety for citizens and workers. The proposals help every homeowner on the street.

The deletion of building height restrictions and ridge roof line orientation for a new home to be constructed on Building Site 110 has no impact upon the homes already constructed in the Subdivision, including mine. In any event, John Byrne is the owner of Building Sites 106 and 108, so such Building Site restrictions that presently exist are for John Byrne's benefit and do not benefit the HOA generally.

Finally, the proposed changes to Site 110, will be presented to the Members of the HOA for their approval. John Byrne owns one half of the Building Sites in the Sugarplum Meadows Subdivision, so with John's vote and my vote, we have a majority of Members of the HOA if such approval might be necessary. John is the best of neighbors and has made accommodations for snow removal and snow safety for the HOA to his personal detriment.

With winter quickly upon us, it is imperative that the HOA solidify snow removal and storage plans quickly. Snow removal plans are vital and expensive for us to enjoy our property rights. We pay a lot in taxes and local fees, thus your attention to the matter is of the utmost importance. Not accepting his proposed changes will be detrimental to the safety, costs, and function of our small neighborhood, which we truly enjoy and love.

Sincerely,

Samuel H. Adams

Tab 6



4.5 OF 7
ALTA/MS
LAND TITLE
SURVEY

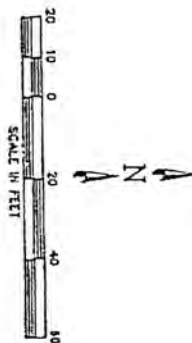
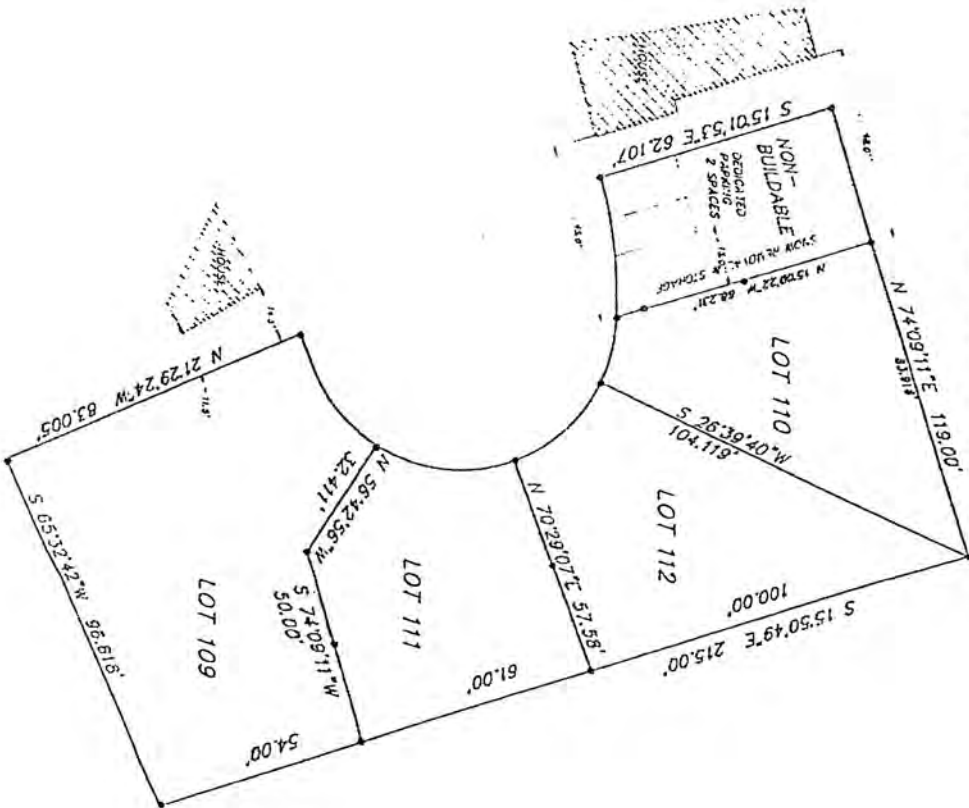
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1	09/11/23	RELEASE TO CLIENT
2	09/11/23	ADDRESS COMMENTS
3	09/11/23	UPDATE EASEMENT NOTES
4	09/11/23	UPDATE PER NEW REPORT
5	09/11/23	UPDATE EFT EFT & EFT PER C&A
6	09/11/23	REVISIONS
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100	09/11/23	REVISIONS

SUGARPLUM MEADOWS P.U.D.
CIRQUE PROPERTY, LC.
ALTA, UTAH
LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

McNEIL ENGINEERING
CIVIL Engineering • Consulting & Landscape Architects
Structural Engineering • Land Surveying & HDS
8800 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.555.7788 www.mcneil-engineering.com

EXHIBIT A
Powderhorn Associates, et al.
Town of Alta Settlement Agreement

SUGARPLUM MEADOWS P.U.D.



10/11/11
WSP
BAG
DD

MOUNTAIN STATES SURVEYS
150 WEST 2100 SOUTH, SUITE 110
SALT LAKE CITY, UTAH 84115
PH. 801-465-5431

SURVEY PLAT

RON FERRIN

DATE
11-28-1994
BY
2200.100
WET
BOOKED

CR17-001464

CR17-001562

106

108

L2374
A2347.66'
R6200
LC2355

N15°01'53"W 62.11

DEVELOPER
C-01456

A1844.18'
R11200
LC2357

DR. SHOW REMOVAL
STORAGE

N. 68.251'
H. 15°00'00"

48.0'

N74°09'11"E 119.00
63916

N 26°09'40" E
104.119

S15°50'49"E 136.49

S15°50'49"E 78.51

111

N74°09'11"E 71.21

L0405
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R1000
LC3303

30' Right of Way

109

N21°29'24"W 83.01

L874
A2347.66'
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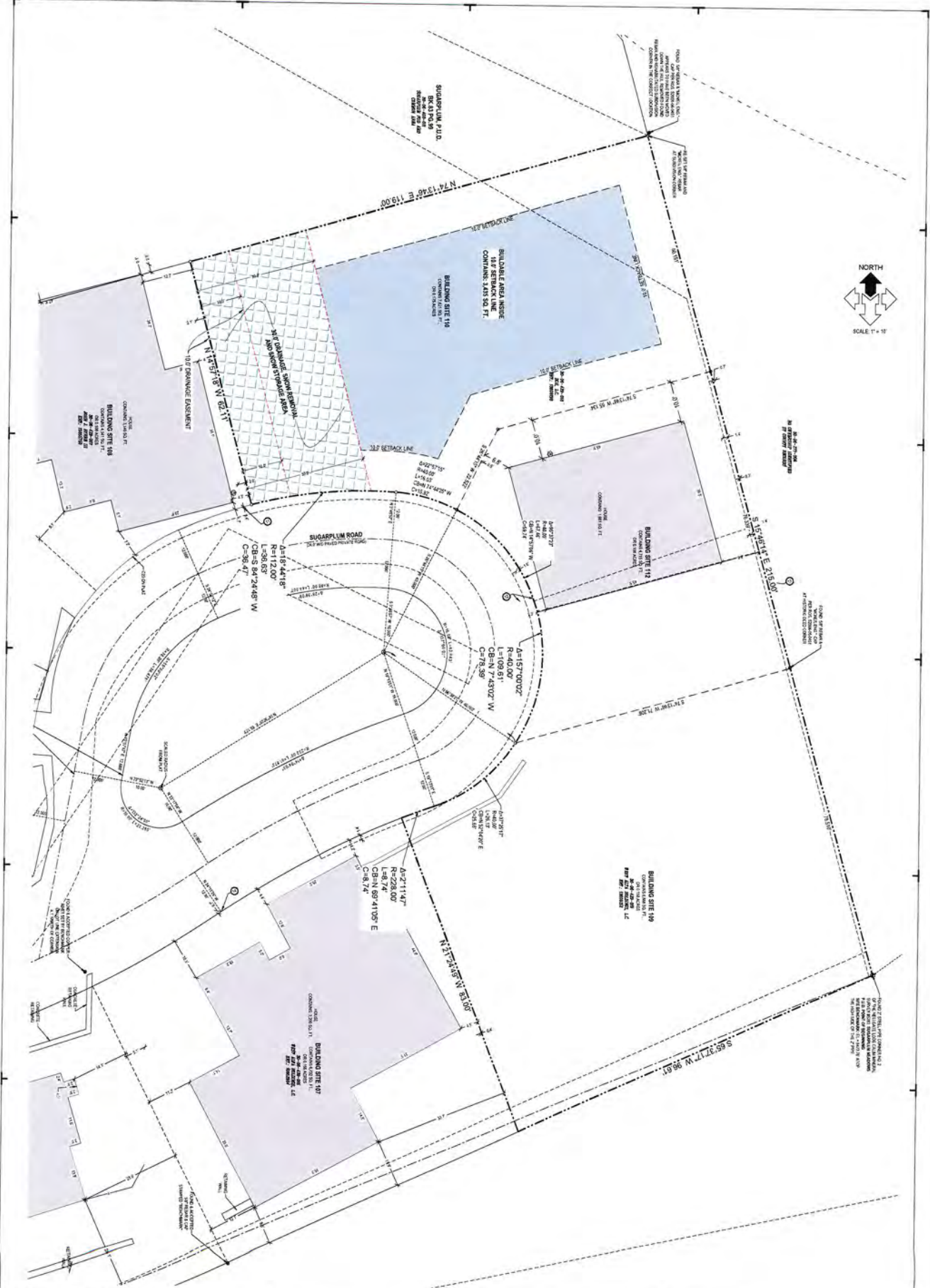
L2613
A3725.23'
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S12°42'N 96.62

SCALE 1" = 20 FT

Blind A-1 reduced

Tab 7



REVISIONS		
REV	DATE	DESCRIPTION
1	7/1/23	RELEASE FOR REVIEW
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SITE 110, PROPOSED EASEMENT EXHIBIT

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

McNEIL ENGINEERING
 ENGINEERING AND SURVEYING DESIGN, PROFESSIONAL, YOU KNOW AND I TRUST

4810 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.355.7700 mcneilengineering.com

Civil Engineering - Consulting & Landscape Architecture
 Structural Engineering - Land Surveying & HDS

Tab 8

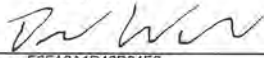
September 29, 2023

DECLARATION

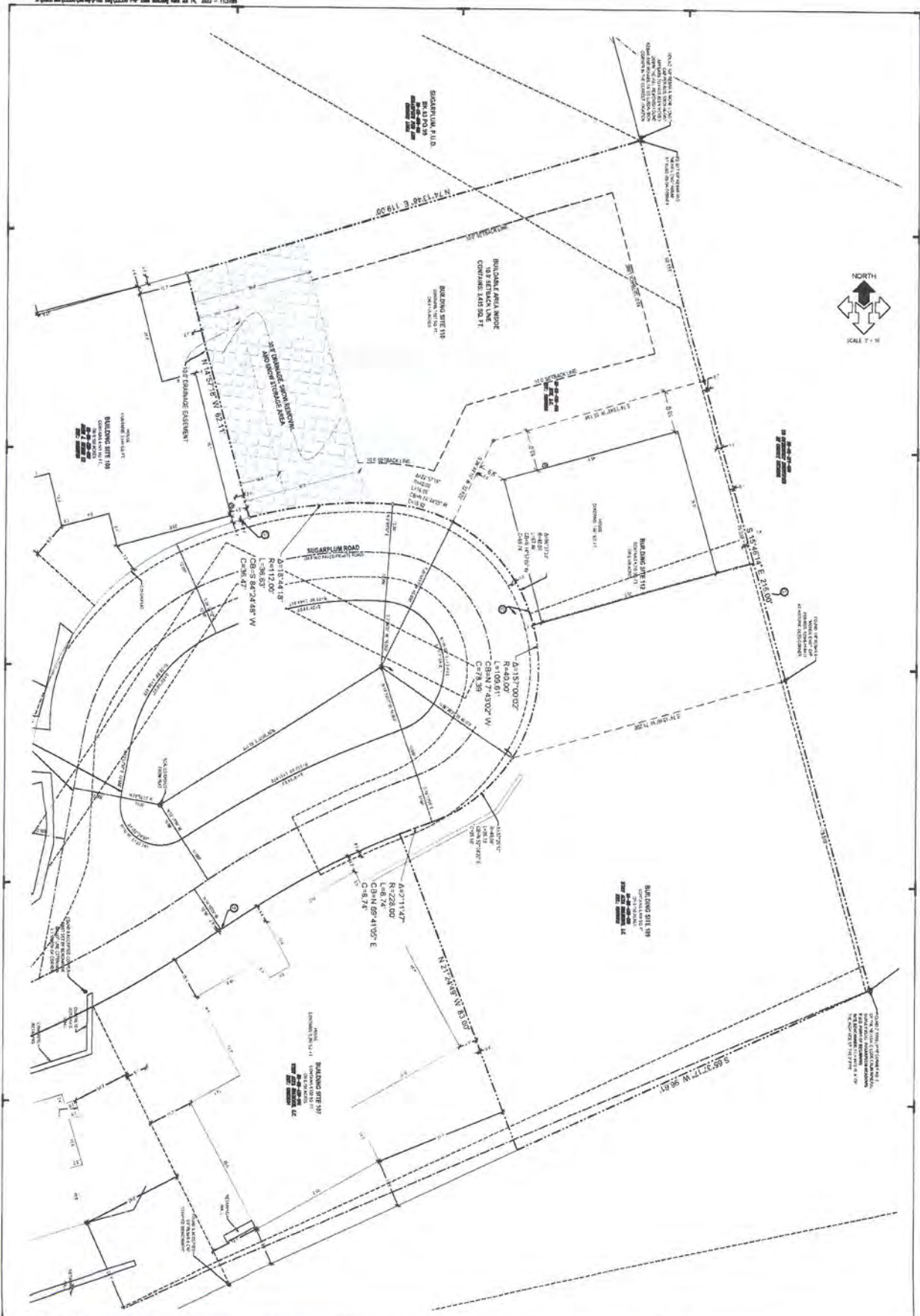
I, Dave Weissbard, the Resident Manager of Sugarplum Meadows Subdivision and an employee of Canyon Services, Inc., make the following declaration:

1. Pursuant to contract with the Sugarplum Meadows Homeowners' Association (the "HOA") Canyon Servies, Inc. (hereafter "CSI") manages day-to-day operations of the Sugarplum Meadows Subdivision (the "Subdivision"). Those day-to-day services include removal and storage of snow and coordination of parking, as necessary.
2. My duties as the Resident Manager include managing snow removal and storage at the Subdivision and coordinating parking on the rare days that there might be a special event by a homeowner in the Subdivision.
3. During my 19 years of employment, the two parking spaces located on Building Site 110, adjacent to the home on Building Site 108, (the "Lot 110 Parking Spaces") have never been used as general overflow parking for homeowners' guests or invitees. The Lot 110 Parking Spaces have only ever been used as summer parking for employees or guests of the owner of Building Site 108.
4. The Lot 110 Parking Spaces are never used in the winter months due to possible roof slide from the home on Building Site 108. With the location of the home on Building Site 108, the snow and ice "roof slide" from the home on Building Site 108 would cover some or all of the Lot 110 Parking Spaces.
5. To have the fifteen-foot (15') wide snow removal area next to the Lot 110 Parking Spaces would certainly be a problem if cars were allowed to park in such spaces during the winter season.
6. Currently, the fifteen-foot wide (15') wide snow removal area lying immediately to the East (looker's right) of the Lot 110 Parking Spaces is inadequate for purposes of snow removal and/or snow storage.
7. The topography of Building Site 110 makes the best area on Building Site 110 to push and store snow the first thirty feet (30') feet (running West to East) of Building Site 110.
8. Relocating and widening the snow removal/snow storage area to thirty-feet (30') wide as described in Paragraph 8 above and on Exhibit "A" attached hereto, would make the removal and storage of snow in the Subdivision faster, more effective, and safer.

9. It is my understanding that the Covenants, Conditions and Restrictions of Sugarplum Meadows Planned Unit Development provide that no motor vehicles shall be parked or left on any portion of the Subdivision other than within a driveway, garage, or other parking structure. It is my further understanding that the HOA has adopted year-around parking and construction rules which provide that any parking in the Subdivision is required to be in a garage, on driveways and/or in front of a homeowner's property (during day time hours only) on non-snow removal days.
10. Based upon my familiarity with the Subdivision, including the fact that most of the homeowner' driveways are heated, it is my opinion, that, in accordance with the Covenants, Conditions and Restrictions of Sugarplum Meadows Planned Unit Development and the HOA's parking and construction rules, there is adequate parking in the Subdivision without the Lot 110 Parking Spaces.

DocuSigned by:

E6FA2A1D40D84E6...

Dave Weissbard



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AMENDED SUGARPLUM MEADOWS P.U.D.

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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Civil Engineering • Consulting & Landscape Architecture

Structural Engineering • Land Surveying & F&D

Tab 9

30

5600

Recording Requested By, and
When Recorded Mail to:

WALTER J. PLUMB III
411 East 100 South
Salt Lake City, Utah 84111

4678093
21 SEPTEMBER 88 10:10 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WALTER J PLUMB
REC BY: REBECCA GRAY , DEPUTY

4678093

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM MEADOWS
AN EXPANDABLE PLANNED UNIT DEVELOPMENT
SALT LAKE CITY, UTAH

BOOK 6065 PAGE 2334

2.3.2. Easements for Utilities and Maintenance.

Easements over and under the Project for the installation, repair and maintenance of sanitary sewer, water, electric, gas and telephone lines, cable or master television antenna lines, and drainage facilities, which are of record in the office of the Salt Lake County Recorder, or as may be hereafter required to serve the Project, are hereby reserved for Declarant and the Association, together with the right to grant and transfer the same.

2.4. Snow Removal and Storage.

Declarant hereby reserves over the Project, for the benefit of the Owners hereof, a snow removal and storage easement for the purpose of providing appropriate locations for the relocation and storage of snow which may accumulate at the Project. Declarant reserves the right to designate one or more locations located on various Buildings Sites as snow storage easement areas. Such locations may or may not be depicted on the Map and Declarant reserves the right to designate on one or more supplemental Maps the location of such snow removal and storage areas. In the event that such snow removal and storage areas are not so designated on the Map, Declarant nevertheless reserves the right to give notice to the Owners of any area so designated which shall thereupon become a snow removal and storage area. Declarant may unilaterally amend the Declaration and the Map to designate such areas.

ARTICLE III

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Project and each Building Site therein is subject to the following:

3.1. Use of Individual Building Sites. Except as otherwise provided herein, each Building Site may be used in any manner consistent with the requirements of applicable zoning and other land use ordinances and regulations, including the construction of one or more Dwellings in accordance with the provisions hereof.

3.2. Nuisances. No noxious, illegal or offensive activities shall be carried on in any Dwelling, Building Site or other part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with each Owner's quiet enjoyment of his respective Building Site or Dwelling, or which shall in any way increase the rate of insurance for the Project or for any other Building Site or Dwelling, or cause any insurance policy to be cancelled or cause a refusal to renew the same.

BOOK 6065 PAGE 2343

Tab 10



LEGEND

EXISTING BUILDING, SHOWN ON 2020 AERIAL PHOTOGRAPH (PARKING EXHIBIT)



1 OF 1

EXISTING
PARKING
EXHIBIT

DATE	REV	DESCRIPTION
9/11/23	1	ISSUED FOR PERMIT
	2	REVISED PER COMMENTS
	3	REVISED PER COMMENTS
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	5	REVISED PER COMMENTS
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	12	REVISED PER COMMENTS

REVISIONS	DATE	DESCRIPTION
1	9/11/23	ISSUED FOR PERMIT
2		REVISED PER COMMENTS
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11		REVISED PER COMMENTS
12		REVISED PER COMMENTS

SUGARPLUM EXISTING PARKING EXHIBIT

CIRQUE PROPERTY, LC.
ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

McNEIL ENGINEERING
 8810 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.254.7700 www.mcneilengineering.com
 Civil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDG

Tab 11

4678093

Recording Requested By, and
When Recorded Mail to:

WALTER J. PLUMB III
411 East 100 South
Salt Lake City, Utah 84111

56.00

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4678093
21 SEPTEMBER 88 10:10 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WALTER J PLUMB
REC BY: REBECCA GRAY , DEPUTY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM MEADOWS
AN EXPANDABLE PLANNED UNIT DEVELOPMENT
SALT LAKE CITY, UTAH

6065 PLS 2331

3.3. Parking. Unless otherwise permitted by the Board, no motor vehicles shall be parked or left on any portion of the Project other than within a driveway, garage or other parking structure.

3.4. Signs. No sign of any kind shall be displayed to the public view from any Building Site or from the Common Area or from any other portion of the Project without the approval of the Board except (i) one sign of customary and reasonable dimensions advertising a Building Site or Dwelling for sale, lease or rent displayed from such Building Site or Dwelling, and (ii) such signs as may be used by Declarant or its assignees for the purpose of selling, renting or leasing Building Sites as permitted by Section 2.2.1.

3.5. Animals. No animals of any kind shall be raised, bred or kept on any portion of the Project.

3.6. Garbage and Refuse Disposal. All rubbish, trash and garbage and other waste shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Rubbish, trash, garbage and other waste shall be kept in sanitary containers. All equipment, garbage cans, or storage piles shall be kept screened and concealed from the view of other portions of the Project, except during the scheduled day for trash pick-up.

3.7. Radio and Television Antennas. No Owner may construct, use or operate his own external radio, television or other electronic antenna or satellite receiver without the consent of the Board. No Citizens Band or other transmission shall be permitted from the Project without the consent of the Board.

3.8. Right to Lease, Rent. Nothing in this Declaration shall prevent an Owner from leasing or renting his Dwelling. However, any lease or rental arrangement shall be expressly subject to the Project Documents and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

3.9. Power Equipment and Car Maintenance. No power equipment (other than tools and equipment used in the construction of the Improvements), work shops, or car maintenance of any nature, other than emergency repair, shall be permitted on the Project without the consent of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, unsightliness, fire hazard, interference with radio or television reception, and similar objections.

3.10. Drainage. No Owner shall do any act or construct any Improvement which would interfere with the natural or established drainage systems or patterns within the Project.

B307 6065 REC 2344

Tab 12

SETTLEMENT AGREEMENT

This Settlement Agreement is made between Powderhorn Associates, by its general partner, Ski Resort Development, Inc., and Sugarplum Meadow Associates, by its general partner, Madison Company ("Plaintiffs") and the Town of Alta, a political subdivision of the State of Utah (sometimes hereinafter referred to as the "Town" or "Alta").

Recitals

A. On June 16, 1982, the Town of Alta and Sorenson Resources Company ("SRC") entered into an agreement ("1982 Agreement") ~~which provided~~, inter alia, for the Town to annex and SRC to develop certain property commonly known as the Blackjack property ("Property").

B. Walter J. Plumb, III, signed the 1982 Agreement for SRC.

C. On July 14, 1983, the Alta Planning Commission approved SRC's application for the issuance of a conditional use permit for the development of the Property as the Sugarplum Planned United Development ("Sugarplum PUD" or "PUD") (hereinafter the "1983 CUP Approval").

D. Since the execution of the 1982 Agreement and the 1983 CUP Approval, Walter J. Plumb, III, has at times served as a corporate officer of SRC or its affiliates, and was authorized at times by SRC, its affiliates, subsidiaries, successors and/or assigns, to obtain the Town's approval for the phased development of the PUD.

E. Phase 1, known as "Sugarplum" was approved and developed at the request of SRC. Phase 2, known as "Sugarplum Village", was approved and developed at the request of Sugarplum Associates, a joint venture between a wholly owned subsidiary of SRC and others. Phase 3, known as "The View", was approved and developed at the request of Walter J. Plumb as an officer of SRC and Kevin Watts and Associates. Phase 4, known as "Superior Point", was approved and developed at the request of Powderhorn Associates, with the knowledge of SRC, its predecessor-in-interest. Phase 5, known as "Sugarplum Meadows", was approved and developed at the request of Sugarplum Meadow Associates, successor-in-interest to Pharmed, Inc., the successor corporation upon merger of Sorenson Resources, Inc., a/k/a SRC and Columbia Resources, Inc., a wholly owned subsidiary of SRC.

F. On April 22, 1988, the Alta Planning Commission conceptually approved conditional use permit applications for Sugarplum Meadows, Phase 5, Lot 1 and Superior Point, Phase 4, Lot 3 of the Sugarplum PUD, permitting a total of 70 bedrooms or guest rooms in both phases ("1988 Approval"). On August 2, 1989, the Alta Planning Commission approved a specific site plan proposal, affirmed the 70 bedroom limitation, and allocated bedrooms as follows: Phase 4 - 28 bedrooms; Phase 5 - 42 bedrooms ("1989 Approval").

G. On July 7, 1995 Plaintiffs commenced a lawsuit against the Town of Alta in the Third Judicial District Court in and for Salt Lake County, State of Utah, Civil No. 950904765CN ("Lawsuit") relating to the development of Phases 4 and 5 of the PUD. Alta, with Plaintiffs' consent, has not filed a response to Plaintiffs' Complaint in the Lawsuit.

FOUR COPY
CO. RECORDS

BOOK 6293 PAGE 932

H. Plaintiffs and Alta desire to fully and finally settle all disputes and causes of action advanced in the lawsuit relating to Phases 4 and 5 of the PUD. In furtherance of that objective, the Plaintiffs desire to give Alta assurances that Phases 4 and 5 of the Sugarplum PUD will be developed consistent with the Town's prior approvals, and the Town desires to approve a reallocation of bedroom or sleeping units within Phases 4 and 5 as specifically herein set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

Agreements of the Town and Sugarplum Meadow Associates with Respect to Sugarplum Meadows, Phase 5, Lot 1 of the Sugarplum PUD

1. Building Sites 109-112 in Phase 5 shall be developed in accordance with the amended survey plat or site plan proposed by the Sugarplum Meadow Associates dated August 28, 1996 ("Site Plan"), a copy of which is attached hereto as Exhibit A. The Site Plan provides for a non-buildable forty-eight foot area adjacent to Building Site 108. The "Non-Buildable" area shown on the Site Plan includes space for two additional guest parking stalls, a fifteen foot corridor to be used exclusively for snow removal activities, and additional open space. The guest parking stalls shall be striped, signed and maintained separate and apart from driveways located on other Building Sites within Phase 5. Sugarplum Meadow Associates shall, within thirty (30) days of the date hereof, secure the Homeowners' Association agreement to maintain the Non-Buildable area.

Sugarplum Meadow Associates agrees, for the benefit of the Town and the owners of vacant Building Site 106, that any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Sites 110 and 112 and not parallel with the property line separating Sites 108 and 110. Sugarplum Meadow Associates further agrees to commence construction from the natural soil elevation of Building Site 110 and that the ridge roof line shall be no higher than thirty-six (36) feet from such natural soil elevation. Sugarplum Meadow Associates shall remove from Site 110, prior to the commencement of construction, the three to four feet of construction material, soil and fill previously placed on Sites 110 & 112.

In consideration of the spacing, orientation and elevation of any single family dwelling unit on Building Site 110, the owners of vacant Building Site 106, David and Diana Burrow, have indicated their willingness to discharge and release the Town of Alta and Sugarplum Meadow Associates from claims they may have to a four bedroom entitlement on Building Site 106 and to consent to a limitation of three bedrooms in any structure to be permitted on that Site. The provisions of ¶ 10 are incorporated herein by reference.

FOUR COPY
CO RECORDED

BOOK 8293 PAGE 933

Tab 13

SETTLEMENT AGREEMENT

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C. On July 14, 1983, the Alta Planning Commission approved SRC's application for the issuance of a conditional use permit for the development of the Property as the Sugarplum Planned United Development ("Sugarplum PUD" or "PUD") (hereinafter the "1983 CUP Approval").

D. Since the execution of the 1982 Agreement and the 1983 CUP Approval, Walter J. Plumb, III, has at times served as a corporate officer of SRC or its affiliates, and was authorized at times by SRC, its affiliates, subsidiaries, successors and/or assigns, to obtain the Town's approval for the phased development of the PUD.

E. Phase 1, known as "Sugarplum" was approved and developed at the request of SRC. Phase 2, known as "Sugarplum Village", was approved and developed at the request of Sugarplum Associates, a joint venture between a wholly owned subsidiary of SRC and others. Phase 3, known as "The View", was approved and developed at the request of Walter J. Plumb as an officer of SRC and Kevin Watts and Associates. Phase 4, known as "Superior Point", was approved and developed at the request of Powderhorn Associates, with the knowledge of SRC, its predecessor-in-interest. Phase 5, known as "Sugarplum Meadows", was approved and developed at the request of Sugarplum Meadow Associates, successor-in-interest to Pharmed, Inc., the successor corporation upon merger of Sorenson Resources, Inc., a/k/a SRC and Columbia Resources, Inc., a wholly owned subsidiary of SRC.

F. On April 22, 1988, the Alta Planning Commission conceptually approved conditional use permit applications for Sugarplum Meadows, Phase 5, Lot 1 and Superior Point, Phase 4, Lot 3 of the Sugarplum PUD, permitting a total of 70 bedrooms or guest rooms in both phases ("1988 Approval"). On August 2, 1989, the Alta Planning Commission approved a specific site plan proposal, affirmed the 70 bedroom limitation, and allocated bedrooms as follows: Phase 4 - 28 bedrooms; Phase 5 - 42 bedrooms ("1989 Approval").

G. On July 7, 1995 Plaintiffs commenced a lawsuit against the Town of Alta in the Third Judicial District Court in and for Salt Lake County, State of Utah, Civil No. 95090476SCN ("Lawsuit") relating to the development of Phases 4 and 5 of the PUD. Alta, with Plaintiffs' consent, has not filed a response to Plaintiffs' Complaint in the Lawsuit.

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CO. RECORD-77

BOOK B293 PAGE 932

H. Plaintiffs and Alta desire to fully and finally settle all disputes and causes of action advanced in the lawsuit relating to Phases 4 and 5 of the PUD. In furtherance of that objective, the Plaintiffs desire to give Alta assurances that Phases 4 and 5 of the Sugarplum PUD will be developed consistent with the Town's prior approvals, and the Town desires to approve a reallocation of bedroom or sleeping units within Phases 4 and 5 as specifically herein set forth.

The foregoing recitals shall be deemed part of the substantive provisions of this Agreement.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Plaintiffs and the Town of Alta agree as follows:

Agreements of the Town and Sugarplum Meadow Associates with Respect to Sugarplum Meadows, Phase 5, Lot 1 of the Sugarplum PUD

1. Building Sites 109-112 in Phase 5 shall be developed in accordance with the amended survey plat or site plan proposed by the Sugarplum Meadow Associates dated August 28, 1996 ("Site Plan"), a copy of which is attached hereto as Exhibit A. The Site Plan provides for a non-buildable forty-eight foot area adjacent to Building Site 108. The "Non-Buildable" area shown on the Site Plan includes space for two additional guest parking stalls, a fifteen foot corridor to be used exclusively for snow removal activities, and additional open space. The guest parking stalls shall be striped, signed and maintained separate and apart from driveways located on other Building Sites within Phase 5. Sugarplum Meadow Associates shall, within thirty (30) days of the date hereof, secure the Homeowners' Association agreement to maintain the Non-Buildable area.

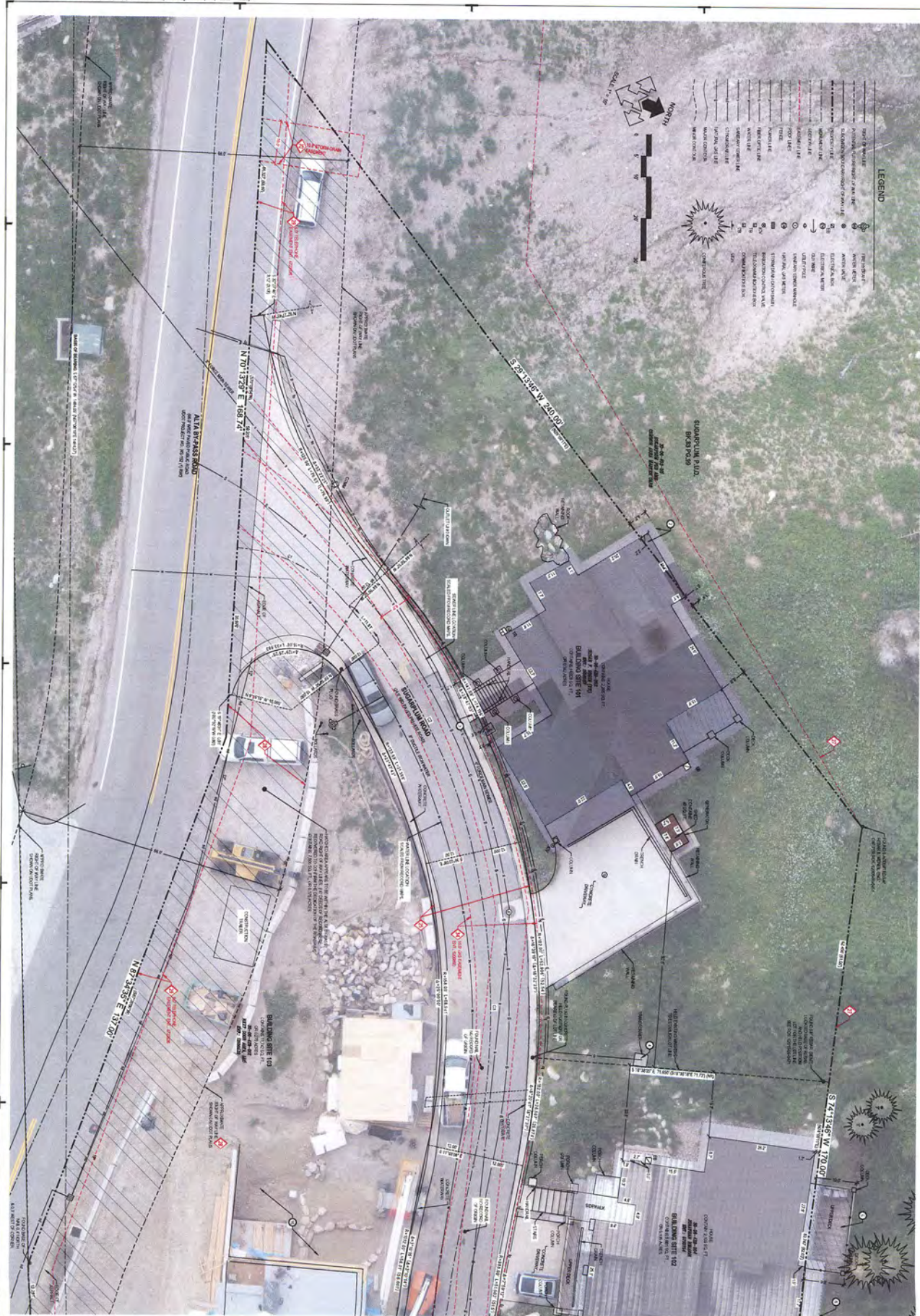
Sugarplum Meadow Associates agrees, for the benefit of the Town and the owners of vacant Building Site 106, that any single family dwelling unit constructed on Building Site 110 shall have the ridge roof line oriented parallel with the property line separating Sites 110 and 112 and not parallel with the property line separating Sites 108 and 110. Sugarplum Meadow Associates further agrees to commence construction from the natural soil elevation of Building Site 110 and that the ridge roof line shall be no higher than thirty-six (36) feet from such natural soil elevation. Sugarplum Meadow Associates shall remove from Site 110, prior to the commencement of construction, the three to four feet of construction material, soil and fill previously placed on Sites 110 & 112.

In consideration of the spacing, orientation and elevation of any single family dwelling unit on Building Site 110, the owners of vacant Building Site 106, David and Diana Burrow, have indicated their willingness to discharge and release the Town of Alta and Sugarplum Meadow Associates from claims they may have to a four bedroom entitlement on Building Site 106 and to consent to a limitation of three bedrooms in any structure to be permitted on that Site. The provisions of ¶ 10 are incorporated herein by reference.

-FOUR COPY-
CO RECEIVED

BOOK 8293 PAGE 933

Tab 14



CIRQUE PROPERTY, LC.
ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.



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Structural Engineering • Land Surveying & HDS

REVISIONS

DESCRIPTION
RELEASE TO CLIENT
ADDRESS COMMENTS
UPDATE NAME/ SHEET KEY & DELETE LINK
UPDATE PER NEW REPORT
UPDATE SITE 110 & 112, PER CC&R ENT-14098098, RECORDED 4/27/2023
ADD SHEETS 4.5 & 7

CAD FILE:	21556
DRAWN BY:	MMW
CALC BY:	DMW
FIELD CREW:	ZMH/MMW
CHECKED BY:	MDH
DATE:	10/14/22



REVISIONS		
REV	DATE	DESCRIPTION
1	10/07/13	RELEASE TO CLIENT
2	11/17/13	ADDRESS COMMENTS
3	11/21/13	UPDATE NAME/ SHEET KEY & DELETE UNK
4	12/15/13	UPDATE PER NEW REPORT
5	02/03/14	UPDATE SITE 110 & 111, PER CCMR ENT.:14098508, RECORDED 4/17/2015

CIRQUE PROPERTY, LC.

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88-10 South Bay Parkway, Suite 300 Sandy, Utah 84070 801.355.7700 mcneilengineering.com

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REVISIONS		
REV	DATE	DESCRIPTION
1	08/07/22	RELEASE TO CLIENT
2	11/17/22	ADDRESS COMMENTS
3	12/12/22	UPDATE RAINFALL SHEET KEY & DELETE LINE
4	01/17/23	UPDATE PER NEW REPORT
5	04/18/23	UPDATE SITE 110 & 112, PER CDCA
6	05/18/23	PER JAWHORN, RECORDED 41275583
7	07/17/23	ADD SHEETS 4.5 & 7

SUGARPLUM MEADOWS P.U.D.

CIRQUE PROPERTY, LC.

ALTA, UTAH

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6849 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 info@mcneilengr.com

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LEGEND

	EASEMENT
	BOUNDARY
	SURVEY POINT
	CONTOUR LINE
	BUILDING FOOTPRINT
	ROAD
	WATER FEATURE
	TREE
	FENCE
	UTILITY LINE
	EASEMENT
	BOUNDARY
	SURVEY POINT
	CONTOUR LINE
	BUILDING FOOTPRINT
	ROAD
	WATER FEATURE
	TREE
	FENCE
	UTILITY LINE

REVISIONS

REV	DATE	DESCRIPTION
1	09/11/22	RELEASE TO CLIENT
2	09/11/22	UPDATE NAME / SHEET KEY & DELETE LINE
3	09/11/22	UPDATE SITE 110 & 112 PER CON
4	09/11/22	ADD SHEETS 4, 5 & 7

SUGARPLUM MEADOWS P.U.D.

CIRQUE PROPERTY, LC.

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.#M.

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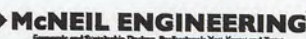
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PHASE OF ANALYSIS	STAGE OF ANALYSIS	STAGE OF ANALYSIS	STAGE OF ANALYSIS
1. IDENTIFICATION OF THE PROBLEM	1. IDENTIFICATION OF THE PROBLEM	1. IDENTIFICATION OF THE PROBLEM	1. IDENTIFICATION OF THE PROBLEM
2. ANALYSIS OF THE PROBLEM	2. ANALYSIS OF THE PROBLEM	2. ANALYSIS OF THE PROBLEM	2. ANALYSIS OF THE PROBLEM
3. DESIGN OF THE SOLUTION	3. DESIGN OF THE SOLUTION	3. DESIGN OF THE SOLUTION	3. DESIGN OF THE SOLUTION
4. IMPLEMENTATION OF THE SOLUTION	4. IMPLEMENTATION OF THE SOLUTION	4. IMPLEMENTATION OF THE SOLUTION	4. IMPLEMENTATION OF THE SOLUTION
5. EVALUATION OF THE SOLUTION	5. EVALUATION OF THE SOLUTION	5. EVALUATION OF THE SOLUTION	5. EVALUATION OF THE SOLUTION
6. MAINTENANCE OF THE SOLUTION	6. MAINTENANCE OF THE SOLUTION	6. MAINTENANCE OF THE SOLUTION	6. MAINTENANCE OF THE SOLUTION
7. MONITORING OF THE SOLUTION	7. MONITORING OF THE SOLUTION	7. MONITORING OF THE SOLUTION	7. MONITORING OF THE SOLUTION
8. REPORTING OF THE SOLUTION	8. REPORTING OF THE SOLUTION	8. REPORTING OF THE SOLUTION	8. REPORTING OF THE SOLUTION
9. REVIEW OF THE SOLUTION	9. REVIEW OF THE SOLUTION	9. REVIEW OF THE SOLUTION	9. REVIEW OF THE SOLUTION
10. CLOSURE OF THE SOLUTION	10. CLOSURE OF THE SOLUTION	10. CLOSURE OF THE SOLUTION	10. CLOSURE OF THE SOLUTION

REVISIONS		
REV	DATE	DESCRIPTION
1	10/07/23	RELEASE TO CLIENT
2	11/17/23	ADDRESS COMMENTS
3	11/21/23	UPDATE NAME/ SHEET REV & DELETE LINE
4	12/13/23	UPDATE PER NEW REPORT
5	6/02/24	UPDATE SITE 135 & 132, PER CC&R EXT.: 14098598, RECEIVED 4/27/2023
6	9/13/23	ADD SHEETS 4.5 & 7

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

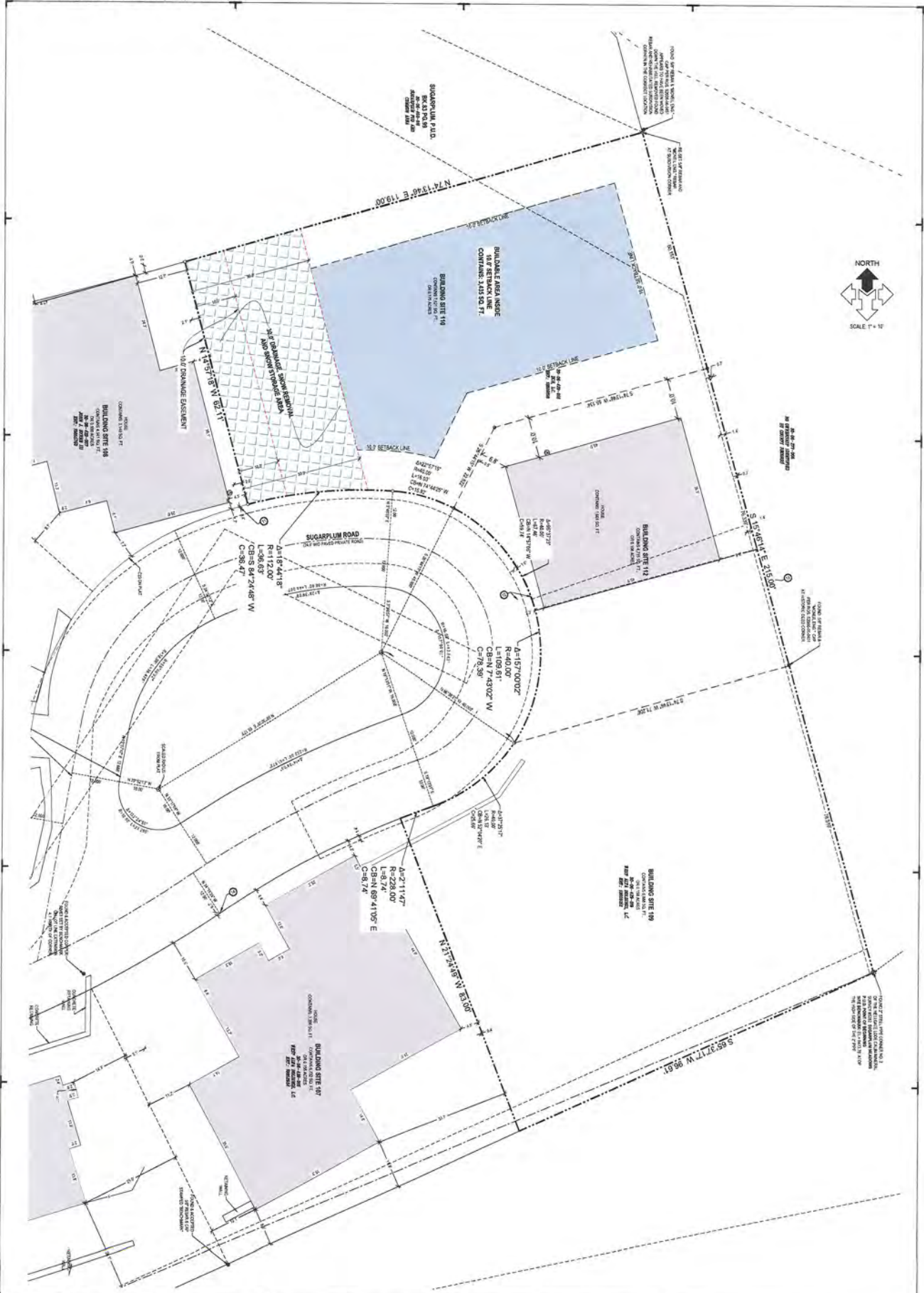


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CIRQUE PROPERTY, LC.
ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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REVISIONS		
REV	DATE	DESCRIPTION
1	7/1/21	RELEASE FOR REVIEW
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SITE 110, PROPOSED EASEMENT EXHIBIT

BUILDING LOT 110 EASEMENT MODIFICATIONS

ALTA, UTAH

LOCATED IN THE NORTHEAST 1/4 OF SECTION 06, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.L.B.&M.

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Engineers and Surveyors

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UNIFIED FIRE



SERVICE AREA

ABOUT UFSA

UNIFIED FIRE SERVICE AREA

Unified Fire Service Area (UFSA) is a taxing entity that uses collected taxes to go directly towards fire service costs. UFSA is a proud member of Unified Fire Authority (UFA). UFA is a governmental entity that provides emergency services on behalf of its member entities.

PROUDLY SERVING 12 JURISDICTIONS

Copperton Metro Township

Eagle Mountain City

Emigration Canyon Metro Township

Kearns Metro Township

Magna Metro Township

Midvale City

Millcreek City

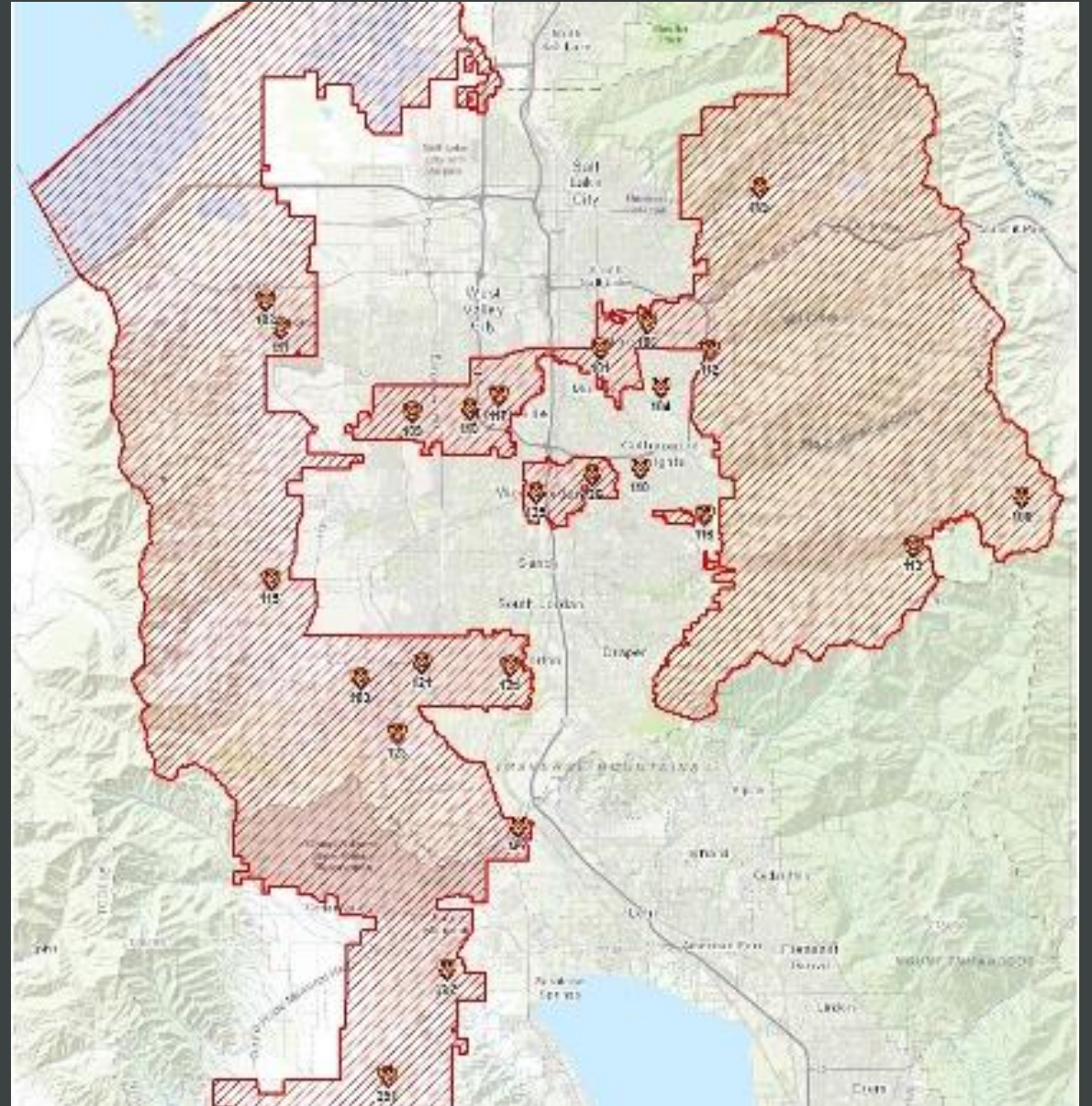
Taylorsville City

Town of Alta

Town of Brighton

White City Metro Township

Unincorporated Salt Lake County



PURPOSE FOR PROPOSED TAX INCREASE

UNIFIED FIRE SERVICE AREA



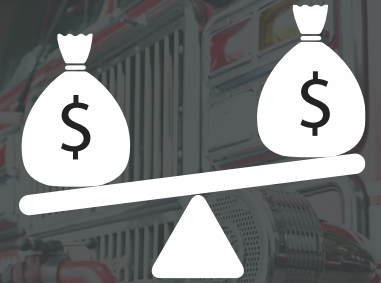
4
HANDED
CREWS



UPGRADING
FIRE
STATIONS



COST
OF
SERVICE



MAINTAIN
BOARD APPROVED
MINIMUM FUND
BALANCE

UFSA TAX INCREASE TIMELINE

UNIFIED FIRE SERVICE AREA



2008

TAX INCREASE

UFSA BOARD APPROVED A
TAX INCREASE IN 2008.



2018

TAX INCREASE

UFSA BOARD APPROVED A
9.65% TAX INCREASE IN 2018.



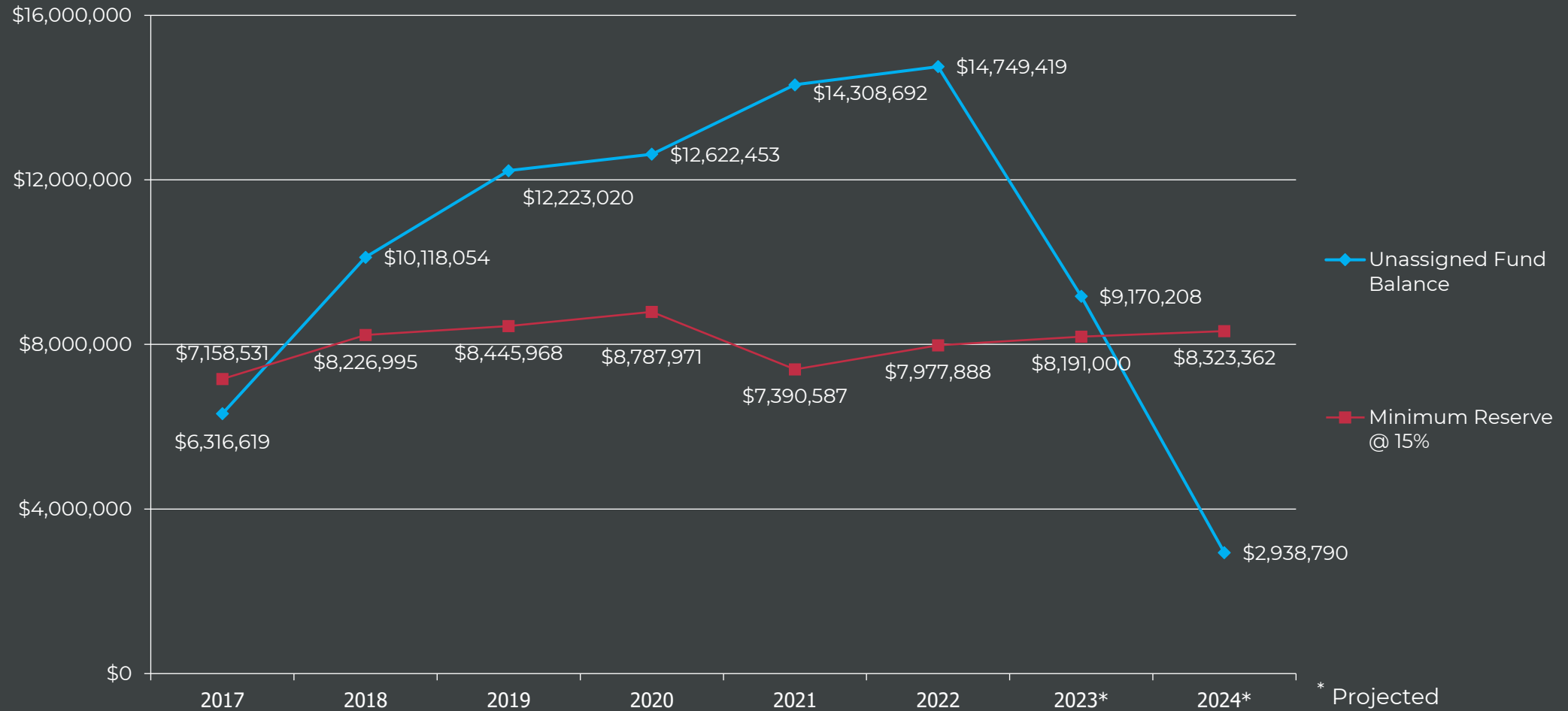
2024

PROPOSED TAX INCREASE

UFSA BOARD PROPOSES A 12%
TAX INCREASE IN 2024.

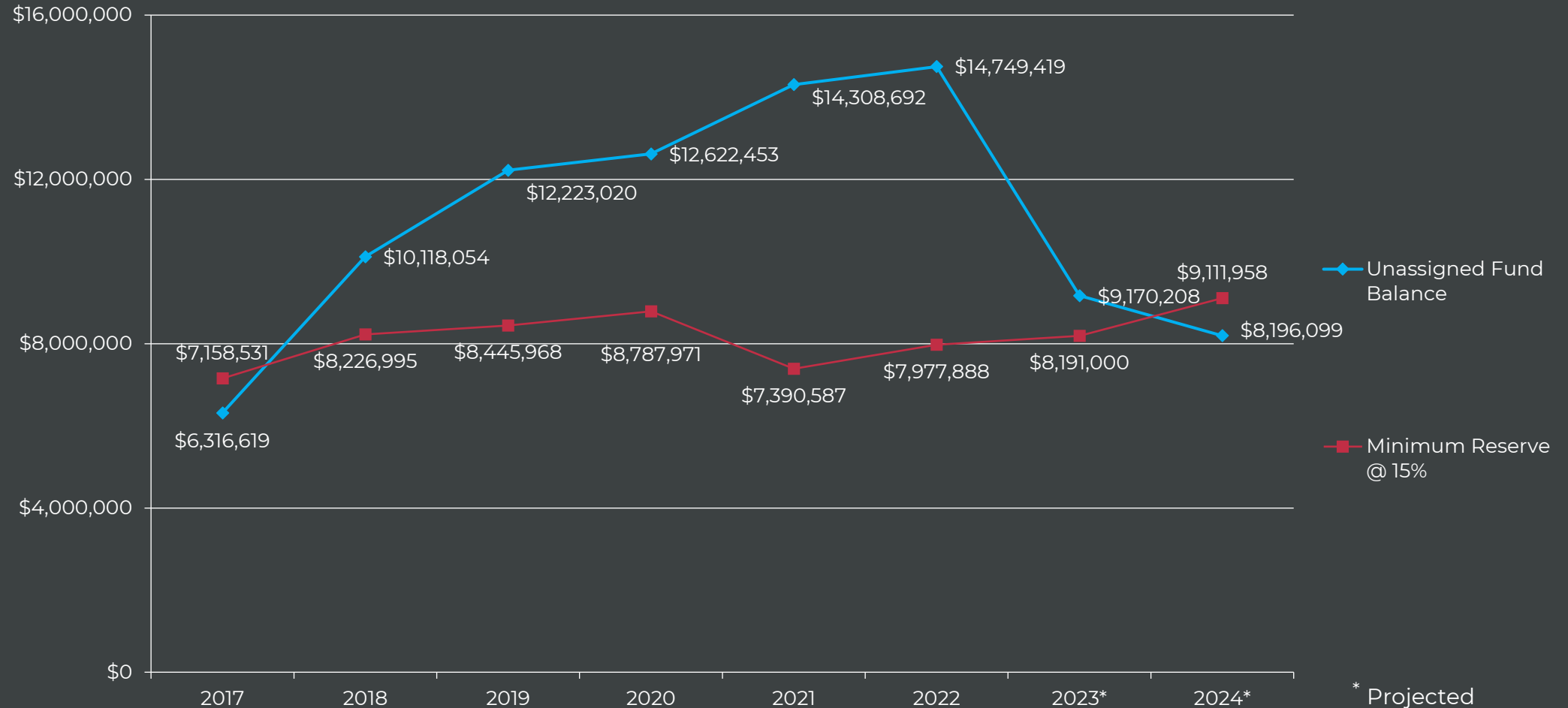
FUND BALANCE WITHOUT INCREASE

UNIFIED FIRE SERVICE AREA



FUND BALANCE WITH INCREASE

UNIFIED FIRE SERVICE AREA



INCREASED COST FACTORS

UNIFIED FIRE SERVICE AREA

GENERAL
INFLATION



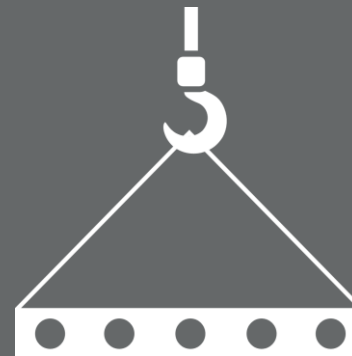
WAGES



CAPITAL
REPLACEMENT



BUILDING
CONSTRUCTION



GENERAL INFLATION

UNIFIED FIRE SERVICE AREA



TURNOUT SET

61% INCREASE

2018	2023
\$2,349	\$3,785



FUEL

40% INCREASE

2018	2023
\$479,457	\$673,471

FY TOTAL



MEDICAL SUPPLIES

15% INCREASE

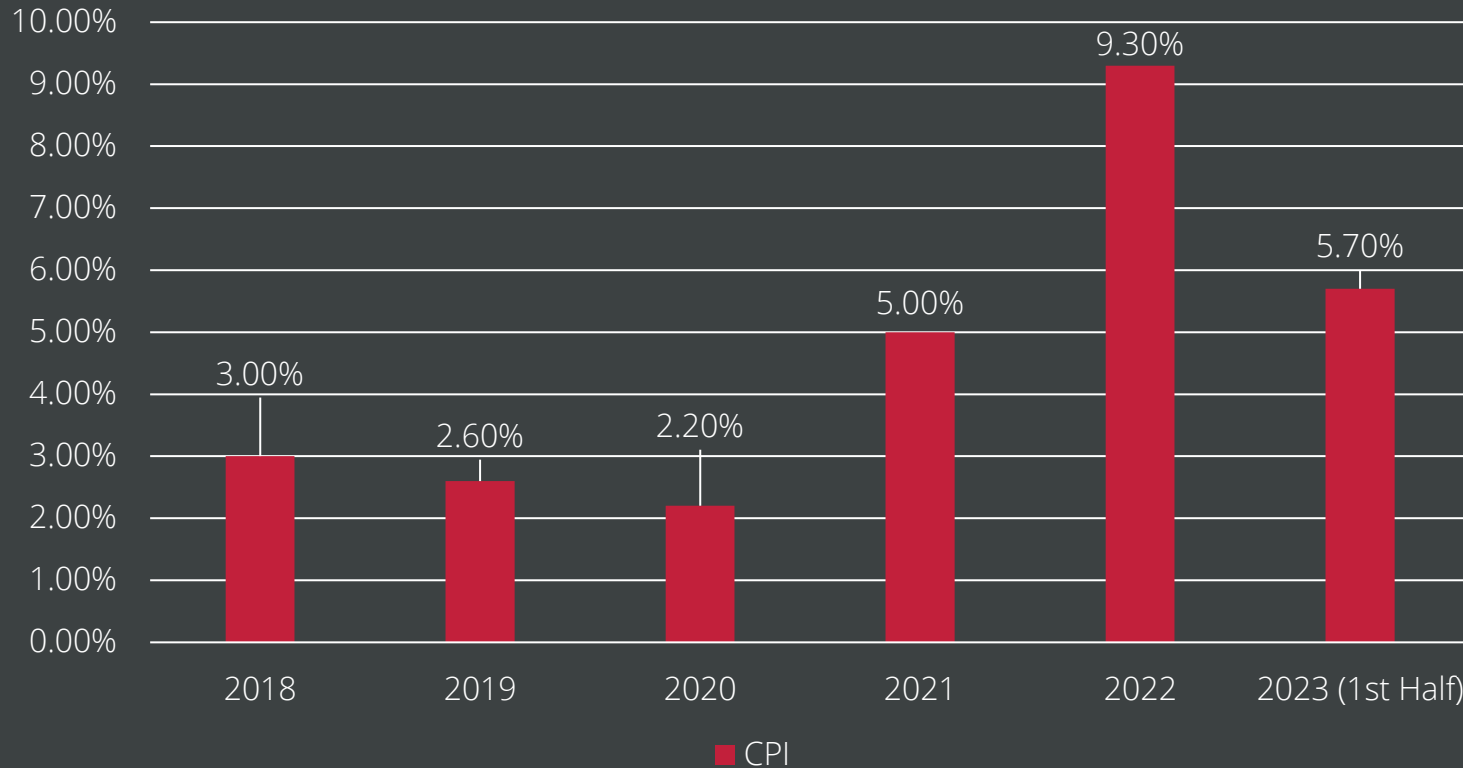
2018	2023
\$504,922	\$582,507

FY TOTAL

WAGE INFLATION

UNIFIED FIRE SERVICE AREA

CPI HISTORY 2018-2023



TOTAL
27.8%

AVERAGE PER YEAR
4.6%

2018

Entry-Level Firefighter

\$44,227 Per Year



11.37%
INCREASE

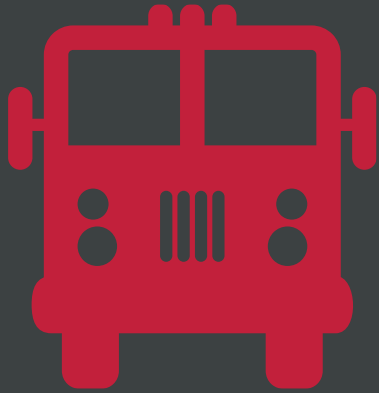
2023

Entry-Level Firefighter

\$49,254 Per Year

CAPITAL REPLACEMENT INFLATION

UNIFIED FIRE SERVICE AREA



TYPE 1 ENGINE

32% INCREASE

2018	2023
\$621,170	\$822,216



AMBULANCE

27% INCREASE

2018	2023
\$270,709	\$344,209



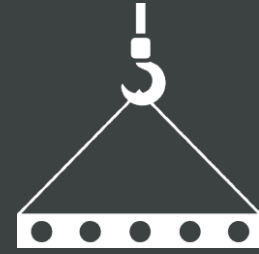
LADDER TRUCK

69% INCREASE

2018	2023
\$1.005M	\$1.7M

UPGRADING FIRE STATIONS (2021 BOND)

UNIFIED FIRE SERVICE AREA



SEISMICALLY PROOFING FIRE STATIONS

5

Stations received
structural retrofits

20

Stations received
non-structural
retrofits

ADDITIONAL NEW FIRE STATIONS (2016 BOND)



FIRE STATIONS

101 106 108 111 117 123

BUILDING CONSTRUCTION INFLATION

UNIFIED FIRE SERVICE AREA



2018
Station 117
\$290/sq.ft.

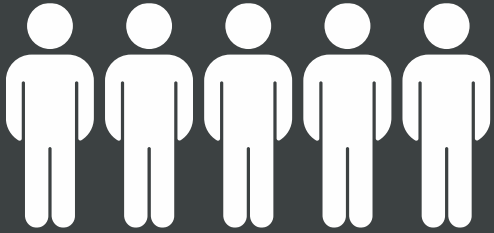
↑ 91% INCREASE



2023
Station 253
\$554/sq.ft.

FUTURE NEEDS

UNIFIED FIRE SERVICE AREA



**POPULATION
GROWTH**



**CALL VOLUME
INCREASE**



**CAPITAL
IMPROVEMENTS**

COST PER AVERAGE TAXPAYER

UNIFIED FIRE SERVICE AREA



Avg. 2023 residential
and commercial value
of **\$562,000**

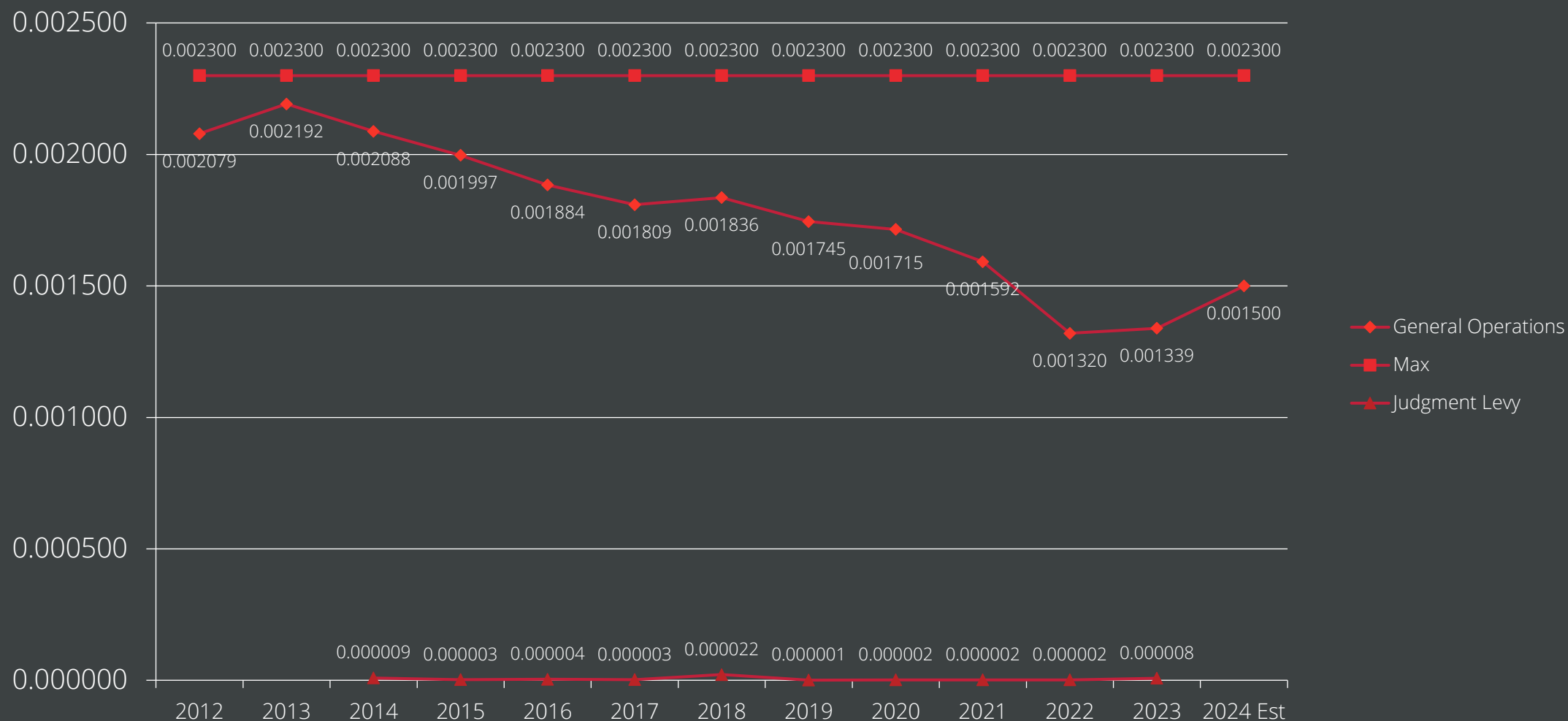


2023 UFSA Annual Tax
Residential: **\$413.88**
Commercial: **\$752.52**

Proposed Increase	2024 Proposed Annual UFSA Tax	Annual Difference	Monthly Difference
12.00%	Residential \$463.55	\$49.67	\$4.14
	Commercial \$842.82	\$90.30	\$7.53

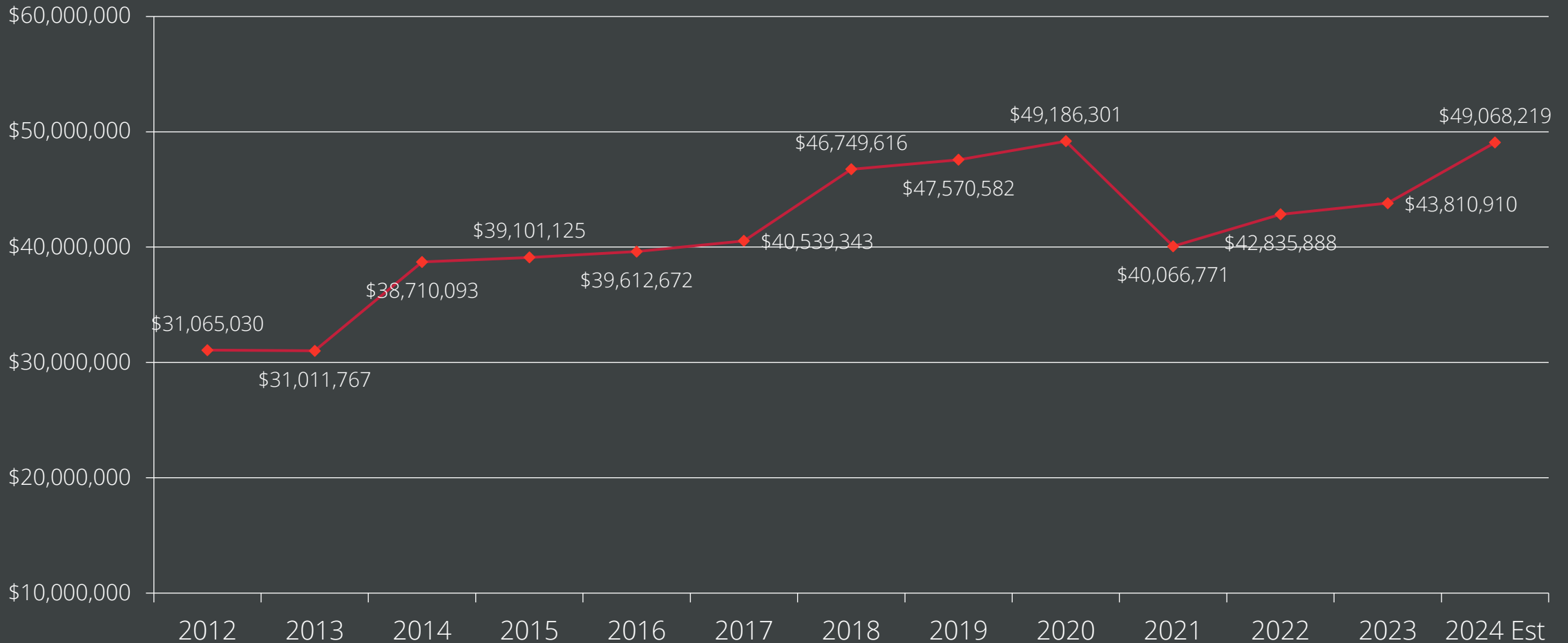
PROPERTY TAX RATES

UNIFIED FIRE SERVICE AREA



PROPERTY TAX REVENUE

UNIFIED FIRE SERVICE AREA



NOTICE OF PUBLIC HEARING

UNIFIED FIRE SERVICE AREA



2024 UFSA PROPOSED TAX INCREASE

PUBLIC HEARING

TUESDAY

DECEMBER 5, 2023

6PM

UNIFIED FIRE AUTHORITY BOARDROOM

3380 S. 900 W. Salt Lake City, Utah 84119





QUESTIONS?

UNIFIED FIRE SERVICE AREA