



ALPINE CITY COUNCIL AGENDA

NOTICE is hereby given that the **CITY COUNCIL** of Alpine City, Utah, will hold a Public Meeting on **Tuesday, September 22, 2026, at 6:00 pm**, at 20 North Main Street. This meeting can be viewed on the **Alpine City YouTube Channel**. A direct link to the channel can be found on the home page of the Alpine City website: alpineut.gov. Public comments will be accepted during the Public Comment portion of the meeting.

I. CALL MEETING TO ORDER

- | | |
|---------------------|----------------------------|
| A. Roll Call | Mayor Carla Merrill |
| B. Prayer | Sarah Blackwell |
| C. Pledge | Andrew Young |

II. CONSENT CALENDAR

- A. Approval of Minutes of September 8th City Council Meeting**
- B. Approval of Partial Payment No. 2, Alpine Fire Station Project – SIRQ Construction: \$320,322.33**
- C. Approval of Payment, Alpine Fire Station Project – Babcock Design: \$20,970.72**

III. PUBLIC COMMENT

IV. REPORTS & PRESENTATIONS

- A. Report on the Use of Flock Cameras – Chief Gwilliam & Sgt. Thurston**
- B. UC3 Presentation**
- C. Eagle Scout Project Presentations**

V. ACTION ITEMS

- A. Consideration for Continued Use of Flock Cameras**
- B. Ordinance 2026-18: Consideration for Approval of Development Agreement for Development of Property Located at Approximately 450 E. Healey Blvd. – Lovell Development Group**
- C. Consideration of Request for Easement on City Property at Approximately 1361 Box Elder Drive – Greg & Michelle Smith**
- D. Ordinance 2026-17: Adopt Wildland Urban Interface Map and Code Amendments**

VI. DISCUSSION ITEMS

- A. Mountainville Academy Parking and Traffic: Responses to parent and school Q&A about Mountainville Academy parking and traffic**

VII. STAFF REPORTS

VIII. COUNCIL COMMUNICATION

IX. CLOSED MEETING

Mayor Carla Merrill
September 18, 2026

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS. If you need special accommodations to participate, please call the City Recorder's Office at (801) 756-6347 x 3.
CERTIFICATE OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was on the bulletin board located inside City Hall at 20 North Main Alpine, UT. This agenda is also available on our website at alpineut.gov and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html

ALPINE CITY COUNCIL MEETING

September 8, 2026

Mayor Carla Merrill called the meeting to order at 6:03 pm.

I. CALL MEETING TO ORDER

A. Roll Call

Mayor Carla Merrill

The following were in attendance at the anchor location, which constituted a quorum: Brent Rummmler, Jessica Smuin, Sarah Blackwell, and Andrew Young. Chrissy Hannemann joined by Zoom later in the meeting.

Staff: Shane Sorensen, Caden Lyon, Steve Doxey, Chief Brian Patten, DeAnn Parry

Others: Marilyn & Richard Thomsen, Raya VanTassell, Julianne Rowley, Tami Seipert, Jill Nilson, Addy Squires, Ellery Squires, Richard Ashcraft, Bryan Pyfer, Kristen Trelz, Wayne Sleight, Stephanie Thacker, Monica Shipp, Kip Thompson, Ben Ellsworth, Heidi Smith, Kurt Flygare, Annette Flygare, Michael Sullivan, Christine Sullivan, Carla Sleight, Janelle Palmer, Victoria O'Hare, Jenny Bautista, Karen Munson, Steve Burrows, Jenny Smith

B. Prayer

Brent Rummmler

C. Pledge

Jessica Smuin

II. CONSENT CALENDAR

A. Approval of Minutes of July 9th Work Session and August 25th City Council Meeting

B. Partial Payment No. 1, Fire Station Project: SIRQ Construction - \$233,488.96

City Administrator Shane Sorensen explained that the cost of the fire station has increased because brick is more expensive now.

Motion: Jessica Smuin moved to accept the Consent Calendar as proposed. Brent Rummmler seconded the motion. There were 3 yes votes, 1 no vote, and 1 excused, as recorded below. The motion passed.

Yes

Brent Rummmler
Jessica Smuin
Sarah Blackwell

No

Andrew Young

Excused

Chrissy Hannemann

III. PUBLIC COMMENT

Addy Squires – Grove Drive, Alpine

Addy said that she sent a letter pointing out that when the City Council approved their budget for traffic measures, they agreed to have a discussion, presentation, and vote on any measures taken. Now traffic measures have been taken without a vote or explanation. She asked the council for transparency, remedy, and a public process moving forward on the traffic issues She has heard from more than one source, including in a meeting, that the goal is 100 percent on-site pickup at Mountainville Academy (MVA). This is not good public policy. More cars at the school are bad for traffic and safety. That is why there is so much legislative record encouraging biking and walking to school. Alpine residents have decided to meet at the park, and she does not understand the public policy of driving families away from the park. It might work better for some families to move somewhere else, but the city should not use their police power to move them away from a public gathering place. Under the rights of the Open Public Meetings Act (OPMA), during public comment we can request agenda items for approval from the mayor or two council members. She wanted to request an agenda item and public action on the traffic issue.

Mayor Carla Merrill suggested that Addy speak with two council members offline to seek their support.

Monica Shipp – Grove Drive, Alpine

Monica reported that on Wednesday she dropped her child off at a church activity on Grove Drive. When she drove back home, she saw two kids on bikes and three large dump trucks barreling towards them. She was

concerned about the kids' safety, so she pulled into a neighbor's driveway to let the trucks pass. Monica read from an email that was sent to City Council members in April about road improvements on Grove Drive, suggesting sidewalks, stop signs, and crosswalks. She quoted council member Sarah Blackwell as saying, "I live off Grove Drive, and I know exactly what section you're talking about. I used to run up that section all the time until I almost got hit." Monica is glad that Sarah has the option to avoid that section, but her own children do not. Eight weeks ago, a little boy was hit there. She asked the council to please prioritize this action and expedite the warrant study.

Wayne Sleight – Adam Circle, Alpine

Wayne said he supports Monica's comments. He lives near the intersection and agrees that it is very dangerous, especially with all the construction going on in town. Wayne also wanted to comment about the lack of a crossing guard at MVA on August 28. The police department recognizes that the taller delineators make it harder to see the children, and he requested shorter delineators so the children can be seen.

Andrew Young and Jessica Smuin said they support Addy Squires' request for an agenda item.

Attorney Steve Doxey explained that an agenda item or discussion would have to be duly noticed ahead of time.

Kip Thompson – Alpine Blvd, Alpine

Kip lives at the corner of Alpine Blvd and Grove Drive, and he was there when a child was hit. This is not the first accident. He has witnessed many crashes and accidents and there are weekly near-misses. Something needs to be done. This could be a roundabout, or a 2-way or 4-way stop. We need to do something to avoid more serious incidents. He knows there is a process, but this needs to be on the front burner to get serious attention quickly.

Ben Ellsworth – Bermuda Drive, Cedar Hills

Ben addressed the MVA traffic situation and said he went through meeting minutes to compile his notes. On September 2, 2025, staff told the Planning Commission the school had submitted an application and site plan for a STEM building. The commission tabled that request. This file is a year old, and the issues behind it are at least two years old. Citing Utah code, Ben said the charter school is a permitted use in every zone. The city may apply objective rules on setback, height, bulk, parking, curb cuts, and traffic circulation. It may not withhold approval for aesthetics, an enrollment cap, buses, or new conditions.

Utah code also requires MVA's charter agreement with the State Charter School Board to state a maximum enrollment. That agreement, not Alpine zoning code, is the cap. On September 2, 2025, the school told the Planning Commission that the approved cap is 750. Raising the cap takes a state amendment, not a city condition. The proposed building is for students already on campus. Part of the reason for tabling was to review the traffic study and other components. On March 10, 2026, the school supported the Fehr & Peers study, which recommended moving the crosswalk and placing bollards in the median. This leads us to think that you have already accepted the traffic studies because you have implemented some of the recommendations. Ben said he will send an email to the council.

Ben Pyfer – Quail Hollow Lane, Alpine

Ben said he is pleading for a 4-way stop on the corner of Grove Drive. A traffic study was done years ago, but since then The Cove, The Ridge, and Cherrypoint have continued to develop. All the neighborhood kids want to ride their bikes and there is not a good place for them to cross the street. He moved to Alpine because most streets in the city have a 25-mph speed limit. Then his son got hit at this intersection, which caused a head and lung injury. He just got out of his wheelchair last week. Mr. Thompson has witnessed five accidents on that corner, and the previous residents there moved away after their dog was hit. The mayor has mentioned getting bids for the warrant study. He would like to see this prioritized to keep our kids safe.

Kristen Trelz – Cedar Hills

Kristen has worked at MVA for 18 years and is currently a third-grade teacher. MVA is not just a charter school, it is a public school and the safety of the children should be everyone's absolute priority. Recent traffic decisions, specifically barring left-hand turns and the signs restricting parking at Legacy Park, create more dangerous conditions for the children.

Kristen is troubled by the disconnect between these actions and the city's own records. In April 2026, the traffic consultants hired by the city highlighted MVA families using Legacy Park as a successful park-and-walk strategy. The report praised this habit for reducing idling, cutting pickup times, and supporting Alpine's friendly neighborhood feel. The report encouraged more park-and-walk activity. Now the city has barred access to a park right when families need it and funneled traffic into a single congested flow.

Restricting a public park does not eliminate traffic, it displaces it into surrounding residential streets, increasing the risk for walking students. She would like to see transparency behind who actually approved these changes. Did the City Council vote on this in a public meeting? MVA has been a part of this community for 20 years, and they share the city's goals of having safe streets and safety for children. If the concern is safety, let's target unsafe driving behaviors and not eliminate a strategy that the city's own study recommended. She requested the council review the restrictions, align city actions with the April 2025 traffic plan, and uphold their City of Kindness designation.

Stephanie Thacker – Fox Meadow Lane, Alpine

Stephanie thanked the council for the time and effort they put into their positions and for creating a great place to live. Stephanie moved in five years ago and has always thought that the Grove Drive intersection is unsafe. You cannot see cars coming because trees block the view and the hills on the north and south also decrease visibility. A pedestrian crosswalk will not be enough, so she is asking that a 4-way stop be created with flashing lights installed before the intersection.

Karen Munson – Pleasant Grove

Karen's son is a first grader at MVA. When he was in kindergarten, the students crossed to 120 South, which worked well for pickup. Since the traffic changes, she has tried picking him up on 100 South, which is too narrow. They have also tried pickup on Red Pine, but there is no sidewalk on the south side of the school so this is not safe either. Karen spoke at the last City Council meeting and opened a case with the Attorney General's office because she felt the traffic changes violated OPMA. Changes in the traffic flow also prevent emergency responders from driving where they are needed. She knows the City Council does not want to wait until accidents happen in front of the school.

Marilyn Thompson – Alpine Cove Circle, Alpine

Marilyn represents the Daughters of the American Revolution. Many years ago, the group persuaded Congress to set the week of September 17 as Constitution Week. Mayor Merrill signed a proclamation this week, and Marilyn read from that document: "Now therefore, I, Mayor Carla Merrill, on behalf of the City of Alpine, Utah, proclaim the week of September 17 through 23 in Alpine, Utah, as Constitution Week and encourage all citizens to study the Constitution and reflect upon the privilege of being an American with the rights and responsibilities which that privilege entails, remembering that rights lost are difficult to regain."

Marilyn said that this week the Daughters of the American Revolution will be passing out Constitution books to all of the fifth graders in Alpine. She expressed her gratitude to the council.

Andrew Young wanted to clarify some points of information from the public comments.

Mayor Carla Merrill encouraged him to follow up with the commentators after the meeting. The City Recorder has the contact information they have provided.

IV. REPORTS & PRESENTATIONS

A. Financial Report

Shane Sorensen reported that the first two months of the fiscal year have passed, which is 16 percent of our budget year. He referenced a new Summary Report which is three pages, instead of the 58 in the Financial Statement.

The first page of the summary outlines revenues and how they relate to the annual budget amount, the monthly actual, and the year-to-date actual. The total percent of budget is listed on the side. Shane explained that interest is allocated quarterly. Right now, interest shows at 138 percent, but at the end of

this month Finance Director Dave Sanderson will allocate interest to the various funds. The second page shows the annual budget expenditures and the enterprise funds status, while Capital Projects (fire station and the Canyon Crest Road and roundabout project) and other notes are on Page 3.

We generally receive most of our property tax revenue starting in January, with the remainder trickling in after that. Sales tax has a two-month delay in allocations throughout the year, and we are still receiving a little bit from last year's revenue.

We are currently paying for fire station construction from various funds. Once the bond is finalized, we will use that money. Parks and recreation expenses are a little bit high because of all the overtime worked by the staff during Alpine Days. The cemetery budget is higher because of overtime during the summer and insurance expenses.

Our annual audit began last week, and everything went well. We are providing the auditors with some additional information, and they will give their full report at a future City Council meeting, likely in October or November.

Chrissy Hannemann had suggested this summary format would be easier to follow, and the council could review a full report on a quarterly schedule. Shane invited feedback from the council on the format.

Sarah Blackwell asked about the court expenses.

Shane explained that when people are issued traffic citations and appear in court, we pay a percentage of the judge's wages and administrative expenses for Highland City to operate the court.

Andrew Young had questions about the totals in the different funds and wondered about the lawnmower that was recently approved and how he would know which funds were used.

Shane explained that sometimes purchases are paid from a capital equipment line item, but other times equipment expenses are split among several funds because we share between departments. Shane said he could include Page 1 of the large Financial Statement as an attachment to the monthly summary.

B. Alpine Running Club – Crystal Anderson

Sarah Blackwell reported that Crystal was on still her way to the meeting.

Motion: Sarah Blackwell moved to have the presentation of Reports Item B, Alpine Running Club, heard after Action Item A, Approval of the Exterior Building Materials for the Fire Station. Andrew Young seconded the motion. The motion was approved unanimously.

V. ACTION ITEMS

A. Approval of Exterior Building Materials for the Fire Station

Shane Sorensen explained that SIRQ Construction, in cooperation with Babcock Design, provided actual samples of the exterior building materials. The brick samples have been on display at City Hall and are a very close match to the ones made available during the design process. The previous samples were from an online vendor, but selecting the brick material from a local supplier will save money for the city. Council members were encouraged to review the brick materials in advance of the City Council meeting. Shane said that this item was on our last meeting agenda but needed to be postponed so the council could review the brick choices. Shane displayed the two brick samples.

Sarah Blackwell confirmed that the contractor can get both the traditional and thin brick in the preferred color.

Motion: Brent Rummmler moved to approve the Summit Brick Co Pueblo Plant 451T Heritage Hills brick sample. Sarah Blackwell seconded the motion. There were 3 yes votes, 1 no vote, and 1 excused, as recorded below. The motion passed.

Yes

Brent Rummmler
Jessica Smuin
Sarah Blackwell

No

Andrew Young

Excused

Chrissy Hannemann

IV. REPORTS & PRESENTATIONS

B. Alpine Running Club – Crystal Anderson, Main Street, Alpine

Crystal reported that running club was held at Burgess Park this summer, which was a great location because of all the shade and the park was not crowded that early in the morning. They mapped out a circular track so kids did not have to cross the street and could start at the little playground and go around the parking lot on the sidewalk for one-third mile. Kids were given cards that were hole-punched after each lap. When a card was completed, they received prizes. Small children rode trikes, and one child ran 150 miles this summer!

There were three levels of membership so all ages could participate, and popsicles were provided after every run. The free membership tier provides a donut from Lehi Bakery for completing a card. The middle tier included a T-shirt and a prize selected from a box. Premium tier participants could earn a hoodie, sunglasses, and a sweatshirt.

This was a come-when-you-can event, and approximately 30-40 kids attended each day, when their families were not traveling for sports and vacations. Parent volunteers helped with the logistics, and everyone is excited to do it again next summer. Crystal also thought it would be great to encourage the running club to participate in the Alpine Days 5K.

Crystal commented that Heidi Smith (Communications) was helpful with everything and super responsive, but half the registrations came in after the summer started. This made it hard because Crystal could not order more clothing items mid-season. It would be good to get the word out to more families earlier.

Brent Rummmler said he thinks the running club is awesome and suggested Crystal coordinate with Heidi Smith to advertise in the *Newsline*. Brent said he can help Crystal contact the cross-country coaches at Lone Peak, schools could send out information to the families, and running stores could be approached about sponsorships.

Jessica Smuin suggested involving the Highland Alpine Chamber of Commerce and offered to help with that.

Sarah Blackwell commented that this is a great community program. She thanked Crystal for providing an activity where there are no barriers to participation.

Andrew Young suggested that parents be asked to park in the lots or at Timberline to keep cars off the street.

Crystal explained that they did not come close to filling the parking lots because many parents dropped their kids off and other participants rode scooters to the park.

B. Ordinance 2026-16: Detached ADUs

City Planner Caden Lyon explained that the City Council discussed this topic in the work session before their last meeting. Because Senate Bill 284 passed, by October 1, 2026, Alpine City is required to have a detached accessory dwelling unit (ADU) code adopted to meet new State requirements. With the recommendations from the Planning Commission and City Council over the last few weeks, staff have

brought together a detached ADU ordinance for the City Council to review and consider for approval. This is the third iteration of the code.

Below is the Planning Commission's motion recommending approval of the ADU code update from the most recent Planning Commission meeting:

MOTION: Planning Commission member John MacKay moved to recommend approval of the Detached ADU Code Amendment and amendments to 3.14 of the Alpine Development Code as proposed with the following change:

1. We recommend removing item four addressing maximum lot coverage because it is not a meaningful measure in any circumstance after the maximum size of the ADU has been changed to be 1,200 maximum living square feet. Previously when we were considering this item, we thought that there may be instances where larger lots could build meaningfully larger ADUs. We were trying to make sure that those could not get out of hand.

Item four, as written, further introduces challenges for city staff to manage in identifying what constitutes a permanent structure that would be included in that calculation. Because the ADU size is now limited to 1,200 square feet of living space, that issue is no longer relevant. Troy Slade seconded the motion. There were 4 Ayes and 2 Nays. The motion passed.

Caden Lyon said we can see the Planning Commission's recommendations in Exhibit A, and the council reviewed this at their work session on August 25, 2026. Staff used the State requirements to create the proposed detached ADU code. Some items are required and some are elective.

Exhibit B is our proposed code. It includes the definition for a detached ADU taken from State code, the definition for living area, which is the total enclosed floor area devoted to or contained within a residential unit which is all rooms, hallways, closets, storage areas and similar enclosed spaces not including garages. A purpose statement was added to indicate that ADUs are meant to assist in the creation of new housing units, support a more efficient use of existing housing stock and infrastructure, and provide housing that responds to changing family needs, smaller households, and increasing housing costs while maintaining the residential character of existing neighborhoods and minimizing impacts on adjacent properties.

Staff assumed that most people would only want one ADU on their parcel, but Brent Rummeler suggested allowing a second ADU to be built but to only allow one to be rented. If we move forward with this, we will need to address a definition for "rented" and determine how Alpine will deal with family members living/renting an ADU space, along with how increased demand on utility infrastructures will affect our systems.

The mayor, council, and staff discussed the following points:

- Parking - If one of our goals is to reduce or mitigate traffic, we could limit an ADU to one per parcel (with two required parking spots), whether internal or external. All cars must be parked off the street in the winter. The city plans to require just one spot for a small ADU (650 sf).
- Number of ADUs - Families may want to have an ADU for aging parents even if they have a potential apartment in their home. The 'family' designation would be hard to enforce so we will have to rely on people to comply. Also, ADUs will bring more families into neighborhoods and Alpine is not the place for high density.
- Property rights - It is overreach to tell people how to use their property and who can live in their home. Renting out an ADU could help aging residents stay in their homes. On the subject of owner occupation, homes owned by trusts along with other issues could be addressed in the ADU application as an administrative function.
- Infrastructure - ADUs will mean adding more users to an existing line. Our current sewer system is adequate, but ADUs could tip the scale. The 24" sewer lines are very expensive to install or replace. We could consider allowing one ADU per lot as a test for infrastructure. Currently Alpine has 178 registered accessory apartments, which are required to renew each January. When the State originally required cities to allow internal ADUs they prohibited charging extra impact fees. At the recent TSSD Board Meeting cities were encouraged to charge impact fees for ADUs. This still needs

to be researched. We can consider fees in connection with our rate studies too. Any impact fee decisions will need to be part of the ordinance.

- Height restrictions - The suggested height restriction for an external ADU is 25 feet. If someone has an existing garage that is taller, we need to decide if they can convert the interior to include an ADU. They are already allowed to build a taller garage without an ADU.
- Living space – Opinions varied on whether we should limit the total living space to 1,200 sf or restrict an ADU to a percentage of the lot coverage, whichever is less. Staff based their proposed numbers on Holladay City’s code, with some edits. Square footage will almost always be the lesser of the two, but we want to avoid crowding a parcel so there is no grass. The city may want a separate ordinance on lot coverage that is not part of the ADU requirements and would apply to all lots.
- Small lot ADUs – The Planning Commission wanted to allow an ADU on lots less than 11,000 sf. Construction costs and setback requirements would ensure that these are small units.
- State requirements - Internal ADUs have helped us comply with the State’s Affordable Housing act.

Caden Lyon reported that Chrissy Hannemann joined the meeting on Zoom at 7:19 pm.

Steve Doxey commented that Alpine has a definition of structures that includes pools and horizontal surfaces. It would make sense to deal with impervious surfaces (like sports facilities), and vertical structures separately. The purpose of impervious surface restrictions is to allow water to get back into the ground. Alpine must adopt an ADU ordinance before October 1, then we can refine additional restrictions in the future. If we spend too much time in the weeds, we will not be ready to pass it.

Motion #1: Andrew Young moved to table consideration of the detached ADU code amendments to 3.14 of the Alpine Development Code as proposed to a future meeting in order to allow additional time for revisions and/or additional information, including whether to allow detached ADUs on lots smaller than 11,000 square feet, the final maximum sizes of detached ADUs, whether or not impact fees are relevant, the definition of living space and if garages are included, the percentage of lot coverage, the definition of hard structures, impermeable surfaces, and permanent structures, how many are allowed in both quantity and in use, to have a defined purpose statement, to determine if setbacks for detached ADUs will correlate with accessory buildings or the setbacks of primary residences, and to create a definition of family living in detached ADUs.

With no second, the motion failed

Substitute motion #2: Brent Rummler moved to approve the detached ADU code amendments 3.14 of the Alpine Development Code as proposed subject to the following changes: we go forward with the recommendation from the Planning Commission to remove Item 4 addressing maximum lot coverage because it is not a meaningful measure in any circumstance after the size of the ADU has been limited to 1,200 maximum living square feet; 2) to amend number 5 of the detached ADU language to allow a property that already has a potential internal dwelling unit to be able to have a detached ADU, with the condition that only one will be permitted to be used as an accessory dwelling, with the requirement to register and pay the appropriate fee. Chrissy Hannemann seconded the motion.

Chrissy Hannemann suggested an amendment, because Item 4 was removed, and that the council will revisit lot coverage for all applicable building structures and surfaces at a meeting to be held within 12 months from today.

Brent Rummler agreed to the amendment.

The council and staff discussed that if residents have an existing garage, it might already be the height of their home. If they are building a new external ADU, they would have to follow the lower height guidelines at 25 feet. A concern was expressed about large garages being converted to ADUs.

Caden Lyon responded that a conversion would be prohibited if the garage was taller than 25 feet.

Amended motion #3: Brent Rummler moved to approve the detached ADU code amendments to 3.14 of the Alpine Development Code as proposed subject to the following changes: 1) that we go forward with the recommendation from the Planning Commission to remove Item 4 addressing maximum lot coverage because it is not a meaningful measure in any circumstance after the size of the ADU has been limited to 1,200 maximum living square feet; 2) that the council will revisit lot coverage for all applicable building structures and surfaces at a meeting to be held within 12 months from today; and 3) to amend number 5 of the detached ADU language to allow a property that already has a potential internal dwelling unit to be able to have a detached ADU, with the condition that only one will be permitted to be used as an accessory dwelling, with the requirement to register and pay the appropriate fee. Chrissy Hannemann seconded the motion.

The council then voted on the amended motion. There were 2 yes votes (Brent & Chrissy) and 3 no votes, as recorded below. The motion failed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Brent Rummler	Jessica Smuin	
Chrissy Hannemann	Sarah Blackwell	
	Andrew Young	

Substitute motion #4: Sarah Blackwell moved to approve the detached ADU code and amendments to 3.14 of the Alpine Development Code as proposed, subject to the following condition: that Item 4 be retained until we have a solid ordinance on lot coverage. Jessica Smuin seconded the motion.

Brent Rummler suggested we increase the allowed coverage on lots of 10,000 square feet or less to have up to 50 percent impervious surface coverage.

Sarah Blackwell agreed to Brent's suggestion.

Brent Rummler asked if she would allow a property that already has a potential internal dwelling unit to be able to have a detached ADU, with the condition that only one will be permitted to be used as an accessory dwelling, and with the requirement to register and pay the appropriate fee.

Sarah Blackwell did not accept Brent's suggestion.

Andrew Young said that because of the uncertainties about garages, family members, trusts, and who can stay there and who cannot, he wondered if Sarah would be willing to table this for better definitions and to have more time for such a consequential decision.

The council discussed:

- This ordinance can be amended in the future
- The ADU rental application can be used for screening as an administrative action, rather than including it in the code.

Andrew Young said that when you grant something it is very hard to take it back. When it becomes administrative, council cannot touch it. Andrew wanted to table the code change.

Substitute Motion #5: Andrew Young moved to table the motion to approve the code changes. With no second the motion failed.

Mayor Carla Merrill called for a vote on Sarah's substitute motion to approve. There were 2 yes votes and 3 no votes, as recorded below. The motion failed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Sarah Blackwell	Brent Rummler	
Chrissy Hannemann	Jessica Smuin	
	Andrew Young	

Amended Motion #6: Brent Rummler moved to approve the detached ADU code and amendments to 3.14 of the Alpine Development Code as proposed, subject to the following changes: that we keep Item 4 for the time being with lots that are 10,000 sf and below allowed to have 50 percent coverage, with the understanding that in the next six months we will work on maximum lot coverage and height restrictions for all residential zones, and to amend Number 5 for detached ADUs to allow someone with a potential internal ADU to have the option of a detached ADU on the condition that they can only use one as an ADU and that it requires a permit and payment of the fee. Jessica Smuin seconded the motion.

Substitute motion #7: Andrew Young moved to table this for the next two weeks so we can define and really think it through until we vote on September 22. Sarah Blackwell seconded the substitute motion.

The mayor called for a vote. There were 2 yes votes and 3 no votes, as recorded below. The substitute motion failed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Sarah Blackwell	Brent Rummler	
Andrew Young	Jessica Smuin	
	Chrissy Hannemann	

Shane Sorensen clarified the 50 percent mentioned in the motion, saying that the code language says, “aggregate building coverage of all permanent structures,” but the 50 percent in that zone is impervious area. So, for the TR 10,000 Zone they could have 35 percent buildings and another 15 percent of driveway, sports courts, etc. He wanted to make sure the council understood what was being proposed.

Brent Rummler said that if Shane, Caden, and Steve Doxey agree that the two ordinances are abundantly clear, we should be okay.

Amended Motion #8: Brent Rummler moved to approve the detached ADU code and amendments to 3.14 of the Alpine Development Code as proposed, subject to the following changes: that we keep Item 4 for the time being, with the understanding that in the next six months we will work on maximum lot coverage and height restrictions for all residential zones, and to amend Number 5 for detached ADUs to allow someone with a potential internal ADU to have the option of a detached ADU on the condition that they can only use one as an ADU and that it requires a permit and payment of the fee. Jessica Smuin seconded the amended motion.

Jessica Smuin then asked if Brent’s amended motion included the “lesser of the two” statement. It did not. Jessica Smuin wanted to add a statement regarding the lesser of the two for maximum square footage of livable space and lot coverage.

Brent Rummler accepted that amendment to include the “lesser of the two” language.

Amended motion #9: Brent Rummler moved to approve the detached ADU code and amendments to 3.14 of the Alpine Development Code as proposed, subject to the following changes: that we keep Item 4 for the time being, with the understanding that in the next six months we will work on maximum lot coverage and height restrictions for all residential zones; and to amend Number 5 for detached ADUs to allow someone with a potential internal ADU to have the option of a detached ADU on the condition that they can only use one as an ADU and that it requires a permit and payment of the fee, and that the lesser of the two, whether it be maximum square footage of livable space for the ADU, or the maximum applicable lot coverage, be applied to a property seeking a detached ADU. Jessica Smuin seconded the amended motion.

Sarah Blackwell clarified that a property owner could have a family member living in one ADU and still rent out the other one.

Brent Rummler said that was his intent.

The council discussed that adequate parking would be part of the approval for an external ADU.

Mayor Carla Merrill called for a vote. There were 3 yes votes and 2 no votes, as recorded below. The motion passed.

Yes

Brent Rummeler
Jessica Smuin
Chrissy Hannemann

No

Sarah Blackwell
Andrew Young

Excused

C. Consideration for Approval: Silverleaf Plat B Plat Amendment

Caden Lyon explained that several months ago this item came to the council. Silverleaf Plat B comprises Lots 25-56 and is located off Red Pine Drive and Ridge Drive, to the north of Silverleaf Park and northeast of Peterson Park. The three roads that encompass Plat B are Silverleaf Drive, Ponderosa Drive and Wood Drive.



The applicant is requesting that the Alpine City Council approve a new plat, Silverleaf Plat B Amended. This amended plat proposes to eliminate the common area owned by the owners of record of the plat that immediately abuts lots 28-44, which was originally planned as a trail through the area for the benefit of all owners of record of Silverleaf Plat B, and revert it to the immediate adjacent property owners of lots 28-44, respectively. The highlighted blue area shows the common area described.



Under Utah Code §10-20-812, the City Council may approve the amendment of a plat, if they find that:

- (a) There is good cause for the vacation or amendment; and
- (b) No public street or municipal utility easement has been vacated or amended.

The common area on the east side of Lot 28 has a city waterline and storm drain line and is used by the city to access the Silverleaf Well. Therefore, the city would request that this area be dedicated as a municipal utility easement as well as a public access easement so that infrastructure access may be continued.

Neither the Utah State Code nor the Alpine Development Code define the term “good cause” for purposes of a plat amendment. Therefore, whether good cause exists is determined on a case-by-case basis by the land use authority (City Council) based on the specific facts and circumstances of each request. It has been clearly demonstrated that this area is not city property but is owned collectively by the owners of record of Silverleaf Plat B. This could be a factor that supports the city in making the decision to approve the plat amendment.

Other reasons there might be good cause are listed below:

- The existing common area trail is not very accessible (or not at all accessible) due to overgrowth and lack of maintenance.
- This action could help resolve long-standing ownership questions.
- This action could allow more practical use of the land.

There might be reasons that good cause is not found by the land use authority, such as those listed below:

- The common area would be eliminated.
- All lots on the plat would lose a granted amenity.
- Lots 25-27 and 45-56 would gain no real property.

As a reminder, the reasons stated above are not meant to be a comprehensive list of reasons either for or against finding good cause for the amendment.

If approved, the official amended plat may not be submitted to the County Recorder unless it is:

- (a) Signed by the land use authority; and
- (b) Signed and dedicated by each owner of record of Silverleaf Plat B

STATE/CITY CODE SECTIONS:

- Utah State Code 10-20-811 Subdivision Amendments
- Utah State Code 10-20-812 Land use authority approval of vacation or amendment of plat – Recording the amended plat
- Alpine Development Code 4.04.100 Amendments to Recorded Plats; Vacation of Public Streets
- Alpine Development Code 4.06.040 Subdivision Amendments

PUBLIC NOTICE:

A public hearing is required as part of this proposal for an amended subdivision plat. The hearing was held as part of the City Council meeting on July 14, 2026.

Attorney Steve Doxey reminded the council that the original approval of the plat was administrative. This decision tonight is a legislative discretionary decision. If the applicants meet the requirements you have to approve it. If a motion is made to approve or deny the petition, it should state good cause for the reason.

Brent Rummmler confirmed that if the council approved the plat amendment it would not preclude a private citizen from exercising the right to a prescriptive easement. He wanted to have this entered on the record.

Motion: Sarah Blackwell moved to approve the Silverleaf Plat B Amendment as proposed, finding good cause for the amendment because the County Records Office determined that this is not city property but is owned collectively by the owners of record of Silverleaf Plat B; the existing common area trail is not very

accessible due to overgrowth and lack of maintenance; and the amended plat could help resolve long-standing ownership questions and allow more practical use of the land. Approval is subject to the condition that a notation be made on the plat which dedicates a 20-foot wide municipal utility and public access easement on the east side of Lot 28. Chrissy Hannemann seconded the motion.

The council discussed:

- Many of the owners have already signed the mylar, but it did not have the notation for a public access. One of the owners is in Honduras for three years, so we will need to research how to move forward regarding new signatures and speak with the County Recorder.
- The city will work with Mr. Jacobson (Lot 28) to formalize the easements. He likes Alpine and wants to be a good neighbor. Shane Sorensen and Scott Ross have already spoken with him.

Mayor Carla Merrill asked for a vote. There were 4 yes votes and 1 no vote, as recorded below. The motion passed.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Brent Rummler	Jessica Smuin	
Sarah Blackwell		
Chrissy Hannemann		
Andrew Young		

Attorney Steve Doxey was excused from the meeting at this point.

VI. DISCUSSION ITEMS

A. Small Area Plan Edits

Caden Lyon reported that we had a great round of meetings that were set up by Chrissy Hannemann. There was participation from every council member and most of the Planning Commission. Andy Spencer, resident and traffic engineer, was also involved with the traffic discussions. The committees met to finalize edits to the Small Area Plan. The draft in the packet included comments from those meetings. Tonight the council will determine which changes will be implemented. If there are no comments listed in the margins, it means the section was determined to be adequate. Staff have already requested that the consultants correct the setbacks for the Town Residential zone.

The council and staff discussed the following details:

- The Field character area, currently zoned residential, could be defined as flex housing or residential flex. The Planning Commission (PC) recommended flex housing, which would be a mix of housing types with missing middle-income housing, and allow some retail.
- Flex housing should be primarily residential. If we call it mixed use commercial, it is more likely to be commercial because the ROI is better on commercial land. We could be specific, like allowing 80 percent residential and 20 percent business. Alpine residents do not want a lot of commercial entities here. Businesses along the highway would provide a buffer for residential homes further west.
- We do not currently have zoning for multi-family units in Alpine.
- The orange area on the map needs to be corrected because the Alpine Art Center is not in a flex housing area but is commercial.
- The map shows zones, but these are character areas. Developers would have to rely on our ordinances.
- Mixed use can have the character of residential.
- The consultants suggested bigger setbacks. The Alpine Art Center already has large setbacks and fits with that idea.

Motion: Brent Rummler moved to extend the meeting past 9:00 pm, but no later than 9:45 pm. The motion was seconded by Andrew Young. The motion passed unanimously.

The council and staff continued their discussion:

- Whether we call it flex housing or residential flex, some retail would be allowed. A definition would be important, as well as where the commercial entities would be allowed. Medium-density housing could transition to lower density as the development moves west from the highway.

- The Field is a gateway to our city, and this would be a good place for an entrance monument. The council wanted monuments to be at the actual borders, not on the curve of Canyon Crest Road as suggested by the consultants.

Mayor Carla Merrill explained that the consultants suggested character areas. Missing middle-income housing (MIH) was discussed at the same open house as the Small Area Plan. Because the MIH people and the Small Area Plan people were at the same meeting, residents were confused and thought The Field was proposed to be all high-density housing. It was a misunderstanding. Residents do not want apartments or condos as people enter the city, but mixed use can be done tastefully and fit the character.

The council and staff continued their discussion:

- The Field is a logical place for some commercial because it is on the south end of town and will not increase traffic through Alpine.
- Residents wanted commercial areas to be closer to the roundabout, where they already exist. Further south should be more residential.
- The council did not want a mini roundabout at Main Street and 100 South.
- The Active Transportation Plan could be part of this document.

Motion: Brent Rummmler moved to extend meeting in order to conclude this conversation about the Small Area Plan and any staff reports that cannot be communicated through email. Jessica Smuin seconded the motion. The motion passed unanimously.

The council and staff discussion continued:

- Residents wanted smaller front setbacks on Main Street to allow more parking behind the buildings.
- We could extend the commercial area north to 200 North Main. The Edward Jones building, the reception center, and the preschool would provide transition to residential.
- Primary and secondary exterior materials were discussed. Secondary materials can be used on the rear exteriors (not facing Main Street). Primary materials may also be used on secondary surfaces. Vinyl and aluminum siding are prohibited, and black framed windows are preferred.
- We may want a category for fencing that prohibits vinyl and chain link.

Andrew Young wanted to replace the setback example images in the document that look like apartments to make them more in line with our Main Street plan. Staff responded that we are at the end of the process, so we do not want to pay the consultants to replace the images. Andrew wanted to create a sample image as a proposal.

Andrew also suggested adding the word 'faith' to Alpine's identity on pages 2, 3 and 24, because it is one of the biggest pillars of Alpine.

Chrissy Hannemann suggested a larger font be used to call attention to the purpose statements.

VII. STAFF REPORTS & COUNCIL COMMUNICATIONS

Shane Sorensen reported that we have received a couple of proposals for a warrant study for the Grove Drive intersection, estimated to be around \$5,000.

Mayor Carla Merrill explained that we sent out the RFPs for the study and are moving forward, but we have a process we must follow.

Brent Rummmler asked if we can mark a crosswalk while we are waiting for the study to be completed.

Shane Sorensen explained that if we build something new it should be ADA compliant. The city can put an ADA ramp on Heritage Hills Drive and then cross to Grove Drive. There would not be a sidewalk yet, but we would have a ramp. Sidewalks would need to be added. The large utility box on the corner creates additional challenges with this intersection.

Andrew Young commented that he met with Street Supervisor Landon Wallace on site to look at options. Landon suggested that Rectangular Rapid Flashing Beacons (RRFBs) would be helpful at this location.

Jessica Smuin said that even if we do not have curb and sidewalks right now, the crosswalk would be an improvement as a visual reminder that pedestrians are crossing.

Chrissy Hannemann ended her Zoom connection at 10:35 pm because she has an early morning meeting in Heber.

Shane Sorensen reported that we are also requesting proposals for traffic-calming on West Canyon Crest Road.

Shane reminded the council about the Lone Peak Public Safety board meeting tomorrow morning at 7:30 am. He will send the remainder of his updates in an email.

Andrew Young reported that he spoke to a Mountainville Academy (MVA) representative about the potential for another meeting. Ideally this would happen before their board meeting on September 17. There are more points to iron out, and Andrew thought we should recruit more crossing guards to act as substitutes.

Council members and staff discussed the Main Street traffic issue:

- The delineators are 42" tall because the shorter 36" version was not in stock.
- Residents are saying the city has cut off their access to the park or closed the park, but the city is actually limiting parking on Main Street.
- A bike lane has been considered for Main Street in the past. This would prohibit parking anyway, but the cost would be over \$100,000, so we have not moved ahead on this yet.

Shane Sorensen reported that MVAs principal sent an email today, and City Engineer Jason Judd will review it when he returns from vacation.

Mayor Carla Merrill visited city open space with Fire Chief Beck. We will create a priority list for fire mitigation in public open space, based on the Fire Department's advice.

Fire Chief Brian Patten requested a map of city open spaces.

Mayor Carla Merrill said she would bring the open space map to the LPPSD meeting tomorrow morning.

Fire Chief Brian Patten said they will not be burning debris from mitigation projects but will haul them to a non-dangerous area.

Andrew Young mentioned that two bridges need repairs and suggested these be approved as eagle scout projects.

Shane Sorensen explained that two bridges will be part of the annual Day of Service. The Trails Committee is coordinating those efforts.

Mayor Carla Merrill expressed appreciation to Shane Sorensen regarding the fire station. The construction required a rerouting of electrical power which would have been very expensive. Shane researched the terms of our franchise agreement, and it saved the city a lot of money.

Motion: Brent Rummmler moved to adjourn the meeting. Sarah Blackwell seconded the motion. The voting was unanimous.

The meeting was adjourned at 10:47 pm.



TO OWNER/CLIENT:

Alpine City
20 N Main Street
Alpine , Utah 84004

PROJECT:

Alpine Fire 202
50 E 100 N
Alpine, Utah 84004

VIA ARCHITECT/ENGINEER:

SIRQ, Inc.
3900 N. Traverse Mtn Blvd., Suite 202
Lehi, Utah 84048

CONTRACT FOR: Alpine Fire 202

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum

2. Net change by change orders

3. Contract Sum to date (Line 1 + 2)

4. Total completed and stored to date (Column G on detail sheet)

5. Retainage:

a. 4.39% of completed work

b. 0.00% of stored material

Total retainage (Line 5a + 5b or total in column I of detail sheet)

6. Total earned less retainage (Line 4 less Line 5 Total)

7. Less previous certificates for payment (Line 6 from prior certificate)

8. Current payment due:

9. Balance to finish, including retainage (Line 3 less Line 6)

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner/Client:	\$0.00	
Total approved this month:	\$111,614.09	\$(72,664.50)
Net change by change orders:	\$111,614.09	\$(72,664.50)
ADDITIONS	\$38,949.59	
DEDUCTIONS		

By:

815C0689D486435...

By:

B1FDD9626E62404...

CONTRACTOR: SIRQ, Inc.

APPLICATION NO: 2

INVOICE NO: 2

PERIOD: 08/01/26 - 08/31/26

PROJECT NO: 080-21

CONTRACT DATE: 6/23/2026

Signed by:

B1FDD9626E62404...

9/9/2026

State of: UTAH

County of: UTAH

Subscribed and sworn to before me this 28th day of August 2026

Notary Public:

My commission expires: 8/8/29

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$320,322.33

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

Documented by:

815C0689D486435...

By:

Date: 9/10/2026

Contractor under this Contract.

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.



Babcock Design
52 Exchange Place
Salt Lake City, UT 84111, United States
Tel: 801-531-1144
billing@babcockdesign.com
www.babcockdesign.com

Alpine City
20 North Main
Alpine, UT 84004

INVOICE

INVOICE DATE: 9/15/2026
INVOICE NO: 25116-12
BILLING THROUGH: 9/15/2026

25116 | Alpine Fire Station #202

Managed By: Chad Littlewood

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Alpine Fire Station #202	\$391,750.00	82.19	\$321,975.72	\$301,005.00	\$20,970.72
BASIC SERVICE	\$337,500.00	81.42	\$274,795.72	\$253,825.00	\$20,970.72
Schematic Design	\$45,240.00	100.00	\$45,240.00	\$45,240.00	\$0.00
Design Development	\$45,240.00	100.00	\$45,240.00	\$45,240.00	\$0.00
Construction Documents	\$67,860.00	100.00	\$67,860.00	\$67,860.00	\$0.00
Bidding & Negotiation	\$11,310.00	100.00	\$11,310.00	\$11,310.00	\$0.00
Construction Phase Services	\$56,550.00	18.52	\$10,472.22	\$4,712.50	\$5,759.72
Consultants	\$111,300.00	85.06	\$94,673.50	\$79,462.50	\$15,211.00
ADD SCOPES	\$54,250.00	86.97	\$47,180.00	\$47,180.00	\$0.00
ASR 01 - Arch Updated Design Fee	\$13,800.00	85.00	\$11,730.00	\$11,730.00	\$0.00
ASR 01 - Structural Updated Design Fee	\$2,500.00	58.80	\$1,470.00	\$1,470.00	\$0.00
ASR 01 - Mechanical Updated Design Fee	\$1,950.00	100.00	\$1,950.00	\$1,950.00	\$0.00
ASR 01 - Electrical Updated Design Fee	\$13,250.00	70.04	\$9,280.00	\$9,280.00	\$0.00
ASR 02 - Architectural Bldg Exterior Revisions	\$15,750.00	100.00	\$15,750.00	\$15,750.00	\$0.00
ASR 02 - Structural Bldg Exterior Revisions	\$7,000.00	100.00	\$7,000.00	\$7,000.00	\$0.00
TOTAL	\$391,750.00	82.19	\$321,975.72	\$301,005.00	\$20,970.72

SUBTOTAL **\$20,970.72**

AMOUNT DUE THIS INVOICE **\$20,970.72**

This invoice is due on 10/15/2026

Pay Now





UTAH COALITION OF CITIES AND COUNTIES

www.utahuc3.org

Date: 2026

Presented by: Sarah Davenport-Smith,
Managing Director & Founder





Why This Conversation Matters

Local government isn't just being asked to do more — it's being asked to decide less.

UC3 works alongside cities and counties to:

- Analyze legislation through a **constitutional lens**
- Advocate for **local authority**
- Equip leaders with the clarity to **understand and respond**

Who We Are



Sarah Davenport-Smith
Founder & Managing
Director



Bernadette Brockman
Policy Analyst & Trainer



Bill Lee
Advisor & Executive
Board Member



Heather Eder
Government Relations
Assistant & Client
Relations

What We Do



Full-Service Advocacy



**State & Federal
Constitutional Analysis**



Education & Training

Full-Service Advocacy

UC3 helps local governments:

- Develop legislative strategy
- Monitor and analyze legislation
- Advocate before lawmakers & agencies
- Build relationships with decision-makers
- Navigate public communication challenges
- Respond strategically during public relations challenges

Our Difference:

Advocacy grounded in constitutional principles and local authority.

Constitutional Analysis

UC3 evaluates:

- State & federal constitutional alignment
- Relevant case law
- Effects on local authority
- Due process & legal exposure
- Long-term governance impacts

We ask:

What is this policy changing beneath the surface?

Education & Training

We equip local leaders to:

- Understand constitutional principles
- Make legally defensible decisions
- Balance governance with individual rights
- Reduce legal & policy risk
- Build public trust

Training includes:

- Workshops & webinars
- Practical implementation guidance
- Legal & constitutional frameworks
- Personalized consultations

Two Models of Representation

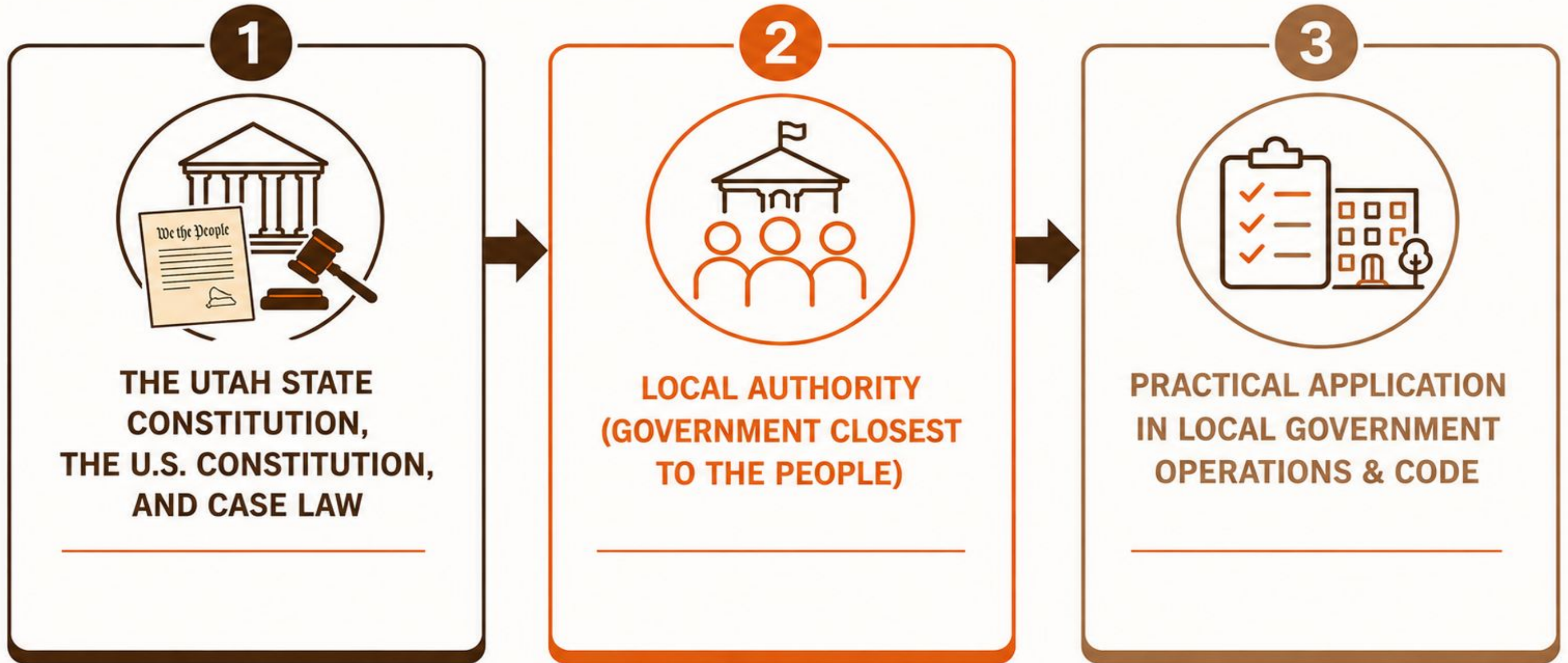
Traditional Model	UC3 Model
Focus on policy outcomes	Focus on constitutional structure
Navigate political realities	Analyze authority shifts
Explain compliance	Explain governance impacts
Operate within the system	Protect local role within the system

DIFFERENT QUESTIONS
CONCLUSIONS



DIFFERENT

UC3 METHODOLOGY



Next Steps

IF you want...

- Constitutional clarity
- Stronger understanding of your authority
- Strategic legislative guidance
- Training grounded in foundational governance

UC3 provides...

- Constitutional advocacy
- Personalized support
- Ongoing engagement
- Practical implementation strategy

Because local government matters



Conclusion and Q&A

UC3 exists to help Utah's cities and counties:

- Understand constitutional impacts
- Preserve local authority
- Strengthen community governance

Government works best closest to the people.





THANK YOU

Visit our website
www.utahuc3.org

Contact us at:
contact@utahuc3.org

ALPINE CITY COUNCIL AGENDA

SUBJECT: Consideration for Continued Use of Flock Safety Cameras

FOR CONSIDERATION ON: September 22, 2026

PETITIONER: City Staff

ACTION REQUESTED BY PETITIONER: Review the use of Flock Safety cameras within Alpine and consider the continued use of them.

BACKGROUND INFORMATION:

Flock Safety cameras are a license plate reading camera that has been used by law enforcement as a tool for solving crimes. The city council first considered the implementation of Flock Safety cameras in Alpine in late 2022. On January 10, 2023, the city council approved the purchase of six cameras with the following motion:

Motion: Lon Lott moved to approve the purchase six Flock Safety cameras at the cost not to exceed \$15,000 per year and that the cameras be placed at the City limits on Canyon Crest Road, Alpine Highway and Westfield Road with the following conditions to go over the contract, Shane can sign the contract. Greg Gordon Seconded the motion. There were 4 yes votes, 1 no votes, and 0 excused as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Lon Lott	Kelli Law	
Jessica Smuin		
Greg Gordon		

The agreement with Flock was approved at the January 24, 2023, city council meeting with the following motion:

Motion: Jason Thelin moved to approve that Chief Gwilliam be authorized to sign the contract for the purchase of six Flock Safety cameras at a cost not to exceed \$15,000 per year and that the cameras be placed at the City limits on Canyon Crest Road, Alpine Highway and Westfield Road. With the condition of a one-time implementation fee of \$2100, and approval of Alpine City Legal Department. Greg Gordon seconded the motion. There were 4 yes votes, 1 no votes, and 0 excused as recorded below. The motion passed unanimously.

<u>Yes</u>	<u>No</u>	<u>Excused</u>
Lon Lott	Kelli Law	
Jessica Smuin		
Greg Gordon		
Jason Thelin		

The three-year term of the agreement has expired, however the agreement had an automatic renewal clause. The City just recently received the invoice for the 2026-2027 period. The cost increased from \$15,000 to \$18,000 (\$3,000/camera each year). If the City continues with the use of Flock Safety cameras, Chief Gwilliam is recommending a reduction from six to three cameras. He has been asked to address the use of Flock cameras and his recommendations as part of the report section of this meeting, including how the cameras have been used in the past three years and the guardrails that are in place. We have seen some vandalism of cameras recently, which Chief Gwilliam can also report on.

If the City chooses to discontinue the use of the Flock cameras, there is a “Termination for Convenience” clause in the agreement. The cost to terminate the agreement is \$500 per camera, which covers their cost to remove the cameras.

There has been some reporting in the media recently concerning the unauthorized use of the Flock cameras, which has prompted the governor to request a review of their use. With these things in motion, city staff is requesting that the city council determine if the city will continue to make use of Flock cameras, through the Lone Peak Police Department, in Alpine City prior to paying the annual fee.

STAFF RECOMMENDATION

Review and consider the continued use of Flock Safety cameras in Alpine City.

SAMPLE MOTION TO APPROVE:

I move to continue the use of Flock Safety cameras and authorize staff to make payment for the annual fee of \$9,000 (*this assumes the reduction from six to three cameras*).

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to continue the use of Flock Safety cameras and authorize staff to make payment for the annual fee of \$9,000, with the following conditions/changes:

- ****insert finding****

SAMPLE MOTION TO TABLE/DENY:

I move to table/deny the approval of the continued use of Flock Safety cameras based on the following:

- (insert finding)



INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-104406

Invoice Date: 9/14/2026

Due Date: 10/14/2026

Payment Terms: Net 30

PO#:

W-9 Form [\[Download\]](#)

Certificates of Insurance [\[Download\]](#)

Bill To: UT - Alpine City
20 North Main Street
Alpine, Utah, 84004

Ship To: UT - Alpine City
20 North Main Street
Alpine, Utah 84004

Billing Company Name: UT - Alpine City
Billing Contact Name: Brian Gwilliam
Billing Email Address: bgwilliam@lonepeakpolice.com

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - UT - Alpine City (Lone Peak) - 2026: Year 1 of 36 Month Term, 2026 - 2027

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Platform - Essentials	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	6	\$3,000.00	\$0.00	\$18,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services:

Subtotal: \$18,000.00

Sales Tax: \$0.00

Credit: \$0.00

Payments: \$0.00

Balance Due: \$18,000.00

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.



INVOICE

Flock Group Inc dba Flock Safety

www.flocksafety.com

Invoice Number INV-104406

Invoice Date: 9/14/2026

Due Date: 10/14/2026

Payment Terms: Net 30

PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-104406
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 885 East Collins Boulevard,
Suite 110
Richardson, TX 75081

Account: UT - Alpine City

Invoice # INV-104406

Amount Due: **\$18,000.00**

Amount Enclosed: \$ _____

flock safety

Flock Group Inc dba Flock Safety
www.flocksafety.com

INVOICE

Invoice Number INV-65045
Invoice Date: 5/19/2025
Due Date: 6/18/2025
Payment Terms: Net 30
PO#:

Bill To: UT - Alpine City
20 North Main Street
Alpine, Utah, 84004

Ship To: UT - Alpine City
20 North Main Street
Alpine, Utah 84004

Billing Company Name: UT - Alpine City
Billing Contact Name:
Billing Email Address:

Payment Terms: Net 30
Contracted Billing Structure: Annual

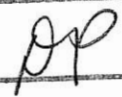
Notes: UT - Alpine City (Lone Peak): Year 3 of 36 Month Term, 2025 - 2026
(Credit of 5,000.00 applied. Balance due of 15,000.00)

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety LPR, fka Falcon	8	\$2,500.00	\$0.00	\$20,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: <https://planner.flocksafety.com/public/b113fde1-a9c3-4cb8-b903-52bb6072add3>

Subtotal: \$20,000.00
Sales Tax: \$0.00
Credit: \$5,000.00
Payments: \$0.00
Balance Due: \$15,000.00

ENTERED
JUN 17 2025
By: 

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-40301
Invoice Date: 5/20/2024
Due Date: 6/19/2024
Payment Terms: Net 30
PO#:

Bill To: UT - Alpine City
20 North Main Street
Alpine, Utah, 84004

Ship To: UT - Alpine City
20 North Main Street
Alpine, Utah 84004

Billing Company Name: UT - Alpine City
Billing Contact Name: Brian Gwilliam
Billing Email Address: bgwilliam@lonepeakpolice.com

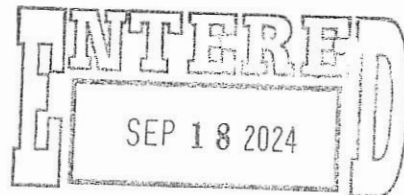
Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: UT - Alpine City (Lone Peak) 2nd Year per signed agreement. Recurring total. Period 5/18/24 through 5/17/25.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	8	\$2,500.00	\$0.00	\$20,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: <https://planner.flocksafety.com/public/b113fde1-a9c3-4cb8-b903-52bb6072add3>

Subtotal: \$20,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$20,000.00



By: 

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: UT – Lone Peak PD (Alpine City) Legal Entity Name: Lone Peak Police Department	Contact Name: Brian Gwilliam
Address: 5400 Civic Center Dr. STE.3 Highland, Utah 84003	Phone: (801) 756-9800 E-Mail: bgwilliam@lonepeakpolice.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 36 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	8.00	\$2,800.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	8.00	\$20,000.00

Subtotal Year 1:	\$22,800.00
Subscription Term:	36 Months
Annual Recurring Total:	\$20,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$62,800.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: UT – LONE PEAK POLICE
DEPARTMENT

By: _____

By:  _____

Name: _____

Name: BRIAN C. WILLIAMS

Title: _____

Title: CHIEF OF POLICE

Date: _____

Date: 4/4/2023

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

5400 CIVIC CENTER DR. STE.3
HIGHLAND, UTAH 84003

ATTN: BRIAN GWILLIAM
EMAIL: bgwilliam@lonepeakpolice.com

ALPINE CITY COUNCIL AGENDA

SUBJECT: Proposed Development Agreement for new Healey Blvd subdivision

FOR CONSIDERATION ON: September 22, 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review proposed Development Agreement provisions and consider subdivision proposal along Healey Blvd

BACKGROUND INFORMATION:

Lovell Development Group has approached the city with a proposal to enter into a development agreement to develop the properties with serial nos. 11:054:0449 and 37:280:0001 on the south side of Healey Boulevard and west of the Healey Well. The properties are located in the CR-40,000 zone. The proposal includes developing five lots with the lots fronting on a private road. Private roads are not currently allowed according the Alpine City Development Code (DCA). In addition, all lots are required to meet the frontage requirements on a public street. The developer is seeking an exception to these provisions through a development agreement.

Utah State Code allows a city to grant exceptions to city code requirements through a development agreement, with the requirement that the development agreement goes through the same approval process required for adopting a new land use regulation (i.e., planning commission, public hearing and city council hearing (Utah Code 10-20-Part 5).

Since the Work Session discussion on this item, there have been updates to what the developer is willing to commit to providing. Initially, it was:

- A 15-foot wide storm drain easement along the south and west boundaries of the development.
- A 15-foot wide waterline easement along the east boundary of the development.
- The developer is proposing to install a storm drain line and pressurized irrigation line within the easement, with the city reimbursing the developer for the cost of the improvements, less a \$100,000 contribution from the developer towards the cost of the improvements.

Now, the developer is committing to provide (comments from developer in italics):

- **5-foot dedication to the City:** *We would dedicate 5 feet of our property to the City to provide the additional room needed for the City's water lines. Based on what we paid for the property, we estimate the value of this ground at approximately \$50,000. Previously, we were proposing an easement, but we thought dedicating the ground to the City would*

be more beneficial long term rather than having the water lines located within an easement.

- **24-inch water line:** *We would install the 24-inch water line adjacent to our property while the area is still open and before homes and fences are constructed. We originally proposed contributing \$100,000 toward this improvement, but based on the feedback we received from the City Council during the work session, we have increased our contribution to \$180,000. The City would reimburse us for the remaining cost. Before beginning construction, we would provide the City with our contractor's pricing. If the City is not comfortable with that pricing, we would instead pay the \$180,000 directly to the City as a fee in lieu of constructing the line.*
- **Drainage/swale protection:** *We would include a swale along the rear of the lots to provide additional protection to the neighboring properties in the event the pump station experiences another issue. This would be incorporated into the development plans.*
- **Private lane maintenance:** *The private lane would be maintained by the HOA, so there would be no ongoing maintenance responsibility or additional burden on the City.*
- **Park strip maintenance:** *The HOA would maintain weed control for any park strip areas that are currently not being maintained, extending down to Canyon Crest.*
- **Healey Boulevard access:** *Instead of four individual driveways accessing Healey Boulevard, the development would have a single access point. The homes would also be designed so vehicles can pull forward onto Healey Boulevard rather than backing onto the road.*
- **Fence and park strip:** *We would install a fence along Healey Boulevard where it borders our property, and the HOA would be responsible for maintaining the park strip along our frontage.*

These improvements are desired by the city. The pressurized irrigation line would complete a portion of the master planned 24" line in the irrigation system.

The following list of perceived benefits for the 5-lot plan was provided by developer:

We continue to believe the private lane concept provides several meaningful benefits when compared to the traditional four-lot layout, including:

- *Reduced driveway cuts along Healey Boulevard, improving traffic flow and safety.*
- *Improved ingress and egress through a consolidated access point.*
- *A cleaner and more attractive streetscape.*
- *Enhanced frontage landscaping and improvements that would be privately maintained.*
- *Additional infrastructure benefits to the City through the proposed storm drain and water line easements.*
- *A planning outcome that we believe better fits the property while minimizing impacts to the surrounding neighborhood.*

Additionally, it is important to note that the proposed storm drain and water line easements would not be provided under the traditional four-lot code-compliant layout. We believe the Development Agreement approach creates an opportunity for the City to

receive meaningful infrastructure benefits while also achieving what we feel is a superior planning outcome for the property and surrounding neighborhood.

Below is the Planning Commission motion:

MOTION: Planning Commission member John MacKay moved to recommend approval of the Development Agreement for the new subdivision proposal on Healey Boulevard as proposed finding that:

1. It benefits the city in making water connection that would otherwise be very difficult.
2. It is a well thought out plat.
3. It would add value to the city in the way of additional tax revenues.

The motion died because of a lack of a second.

MOTION: Greg Butterfield moved to recommend Denial of the development Agreement for the new subdivision proposal on Healey Boulevard as proposed based on the following:

1. Safety concerns.
2. We want to stay with our ordinances.
3. We want few exceptions.

Susan Whittenburg seconded the motion. There were 4 Ayes and 2 Nay. The motion passed.

Ayes

Jeff Davis
Troy Slade
Greg Butterfield
Susan Whittenburg

Nays

Michelle Schirmer
John MacKay

STAFF RECOMMENDATION

Staff recommends that the City Council consider the development agreement provided which includes the proposal to allow a private lane and five-lot plan for the Development Group mentioned, in exchange for help in completing important city improvements to the Public Works system. Staff would also suggest that the City Council review and understand the Planning Commission's reasons for recommending denial.

If the development agreement is found satisfactory, City Council is encouraged to 1) consider approving the proposal as is, subject to legal review; or 2) consider approving the contract to allow the development as proposed, but request seeing the final development agreement with all legal descriptions, exhibits, attachments, etc before granting final approval of the agreement.

Motion to Approve:

I move to approve the Development Agreement for the new subdivision proposal on Healey Boulevard as proposed.

Motion to Approve with Conditions:

I move to approve the Development Agreement for the new subdivision proposal on Healey Boulevard as proposed, subject to the following conditions:

*Insert Proposed Conditions

Motion to Table:

I move to table consideration of the Development Agreement for the new subdivision proposal on Healey Boulevard as proposed to a future meeting in order to allow additional time for revisions and/or additional information, including:

*Insert additional information needed.

Motion to Deny:

I move to recommend denial of the Development Agreement for the new subdivision proposal on Healey Boulevard as proposed based on the following findings:

*Insert findings



DEVELOPMENT AGREEMENT

(5-Lot Subdivision)

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2026 (the “**Effective Date**”), by and between ALPINE CITY, a Utah municipal corporation, hereinafter referred to as “**City**,” and LOVELL DEVELOPMENT GROUP, LLC, a Utah limited liability company, hereinafter referred to as “**Developer**.” The City and Developer are hereinafter collectively referred to as “**Parties**.”

RECITALS

A. Developer owns certain land containing an aggregate of 5.07 acres located within Alpine City, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).

B. The Property is zoned Country Residential (CR - 40,000), which requires a minimum lot size of 40,000 square feet for single family dwellings. Under this zoning district, private streets are not allowed.

C. Developer desires to subdivide the Property into five (5) lots for construction of single family dwellings (the “**Project**”) in accordance with the Concept Plan shown on Exhibit B hereto (the “**Concept Plan**”). As shown on the Concept Plan, although the proposed lots comply with the minimum lot size restrictions, a private street is proposed to provide a single point of access from Healey Boulevard to all five (5) lots.

D. The City is willing to approve an exception to the prohibition of private streets and allow the Property to be subdivided and developed in accordance with the attached Concept Plan in exchange for certain benefits to be provided by Developer to the City as provided herein.

E. The City Council, after complying with applicable notice and public hearing requirements, has approved this Agreement and has authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-508 (2026) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and applicable City ordinances.

G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

H. The Parties intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. §10-20-508.

I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.
2. Exceptions to City Code. As required by Utah Code Ann. § 10-20-508(2)(a)(iii), approval of any portion of this Agreement that grants exceptions to current City Code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement shall vest only if the Alpine City Council, in the independent exercise of its legislative authority, approves this Agreement.
3. Governing Standards. The Project must be developed by the Developer in accordance with the Concept Plan, this Agreement, and applicable City ordinances regarding subdivision and development of real property in the City.
4. Permitted Uses.
 - a. The Project shall be approved so long as each lot is at least 40,000 square feet in size and the applicable subdivision and land use ordinances of the City are satisfied.
 - b. Notwithstanding any language to the contrary in this Agreement, Developer shall have the right to develop and improve a private street to provide access to the proposed lots from Healey Boulevard consistent with the attached Concept Plan and this Agreement.
5. Specific Developer Obligations. As an integral part of the consideration for this Agreement, the Developer voluntarily agrees to fulfill the following obligations:
 - a. In connection with the City's grant of final plat approval for the Project, Developer shall grant to the City a storm drain easement along the western edge of proposed lots 1, 2 and 3, and along the southern edge of proposed lot 4, as shown in the attached Concept Plan.
 - b. In connection with the City's grant of final plat approval for the Project, Developer shall grant to the City a water line easement along the eastern edge of the Project, as shown in the attached Concept Plan.
 - c. The easements described in subsections 5(a) and 5(b) above shall be shown on the final subdivision plat of the Project to be recorded with Utah County.
 - d. When Developer constructs the horizontal subdivision improvements of the Project, Developer shall pay for and install the public water line within the easements described in subsections (a) and (b) above (referred to below as the

“City Improvements”), as well as all other required subdivision improvements. The City’s reimbursement obligations for the public storm drain line and public water line are described in Section 6, below.

- e. Developer shall record covenants, conditions, and restrictions (“**CCRs**”) against the Property in substantially the form of the attached Exhibit C. Developer shall also organize a homeowners’ association (the “**HOA**”), which will carry out the ongoing obligation to maintain the private street and any other common areas in the subdivision. The City will be an intended third-party beneficiary of the CCRs, with the authority, but not the obligation, to enforce any violation of the CCRs, including the obligation to maintain the private street. The CCRs may not be amended or terminated, nor may the HOA be dissolved, without the City’s prior written approval.
- f. Developer shall include a swale along the rear of the lots to provide additional protection to the neighboring properties in the event the pump station experiences another issue. This will be incorporated into the development plans.
- g. Developer will install a fence along the property where it abuts Healey Boulevard.

6. City Obligations. As an integral part of the consideration of this Agreement, the City agrees as follows:

- a. After Developer has constructed and installed the City Improvements referenced in Section 5(d) above, and the City has approved and accepted the same (which approval and acceptance shall not be unreasonably withheld), the City shall reimburse Developer via cash payment for all actual costs incurred by Developer to construct and install the City Improvements minus the sum of \$180,000.00. To clarify, Developer agrees to contribute the sum of \$180,000.00 toward the cost of the City Improvements. Developer shall provide the City with supporting detail regarding the cost of the Public Improvements, including copies of all invoices and payments directly related to the City Improvements. Developer shall use a licensed engineer to design the City Improvements and a licensed contractor to construct and install the City Improvements, all at the best competitive market rates that Developer is able to negotiate. If the City prefers to install the City Improvements without the aid of the Developer and instead with a separate licensed engineer and/or licensed contractor, the Developer agrees to send \$180,000 to the City as a fee in lieu of constructing the City Improvements.
- b. The City shall pay Developer the reimbursement amount within sixty (60) days following the City’s receipt of the supporting detail showing the costs paid by Developer to design, construct, and install the City Improvements, if Developer installs the City Improvements. If the City installs the City Improvements then this provision is null and void.

- c. The City shall allow the storm water from the Project to connect and flow into the new public storm drain line installed by Developer in the Project without requiring Developer to pay any connection fees to the City. If no new storm drain line is installed by Developer then this provision is null and void.

7. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the Concept Plan, this Agreement, and applicable City ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).
- b. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police powers that cannot be so limited. Notwithstanding the retained police powers of the City, any such legislation shall not modify Developer’s vested rights as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Utah Code Ann. § 10-20-101 et seq., as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the vested rights doctrine under Utah law.

8. Default. An “Event of Default” occurs under this Agreement if any Party fails to perform a material obligation expressly required hereunder when due and the defaulting Party has not performed or cured the delinquent obligations within sixty (60) days following delivery to the defaulting Party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a Party is not in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

9. Remedies. In the event of an uncured Event of Default, the non-defaulting Party has the right to exercise any and all remedies available under Utah law. In any court action, the prevailing Party shall be awarded its reasonable attorney fees and costs.

10. Notices. Any notices or demands required or desired to be given hereunder must be in writing and served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below, or emailed to such party using the email address shown below:

To the Developer: Lovell Development Group, LLC

Attn: Brett Lovell
13697 S. 3825 W.
Riverton, Utah 84065
Email: lovelldevelopmentgroup@gmail.com

To the City: Alpine City
Attn: Shane Sorensen
City Administrator
10 North Main Street
Alpine, Utah 84004
Email: ssorensen@alpineut.gov

11. General Terms and Conditions.

- a. Property Acquisition Contingency. Notwithstanding any other provision to the contrary herein, this Agreement shall not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property no later than three (3) months after the date of approval of this Agreement by the Alpine City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.
- b. Binding Effect. Subject to the other provisions hereof, this Agreement inures to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns. Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.
- a. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount that may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- b. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement does not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

- c. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- d. Agreement to Run With the Land. This Agreement must be recorded in the Office of the Utah County Recorder against the Property and is intended to and is deemed to run with the land, and is binding on and benefits all successors in the ownership of any portion of the Property.
- e. Applicable Law. This Agreement is entered into under to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- f. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities is construed against the drafting party applies to the interpretation or enforcement of this Agreement.
- g. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

12. No Waiver. Any Party's failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party may not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions continue in full force and effect.

14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

15. Amendment. This Agreement may be amended only by written instrument signed by the Parties hereto.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF ALPINE

ATTEST:

By: _____
City Recorder

By: _____
Mayor Carla Merrill

DEVELOPER:

LOVELL DEVELOPMENT GROUP, LLC,
a Utah limited liability company

Brett Lovell, Manager

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me Brett Lovell, who being by me duly sworn, did say that he is the Manager of Lovell Development Group, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

SEAL:

Notary Public
Residing at:

Exhibit A
Legal Description of the Property

The Property is comprised of two (2) parcels identified as Utah County Tax Parcels 37-280-0001 and 11-054-0449.

Parcel 37:280:0001 is described as Lot 1, Plat D, Davids Court Subdivision (3.236 acres)

Parcel 11-054-0449 is described as follows: COM S 663.77 FT & E 641.12 FT FROM THE W 1/4 COR. SEC. 30, T4S, R2E, SLB&M; N 89 DEG 53' 31" E 39.92 FT; ALONG A CURVE TO THE R (CHORD BEARS: S 78 DEG 35' 45" E 387.18 FT, RADIUS = 970 FT); S 67 DEG 5' 2" E 12.83 FT; S 10 DEG 40' 18" W 376.59 FT; N 52 DEG 16' 11" W 64.83 FT; N 42 DEG 57' 46" W 38.86 FT; N 26 DEG 0' 0" W 288.5 FT; N 42 DEG 28' 0" W 165.01 FT; W 44.41 FT; N 31 DEG 32' 0" W 2.83 FT TO THE POB. AREA (1.838 acres)

ALPINE PROPERTY

CONCEPT PLAN

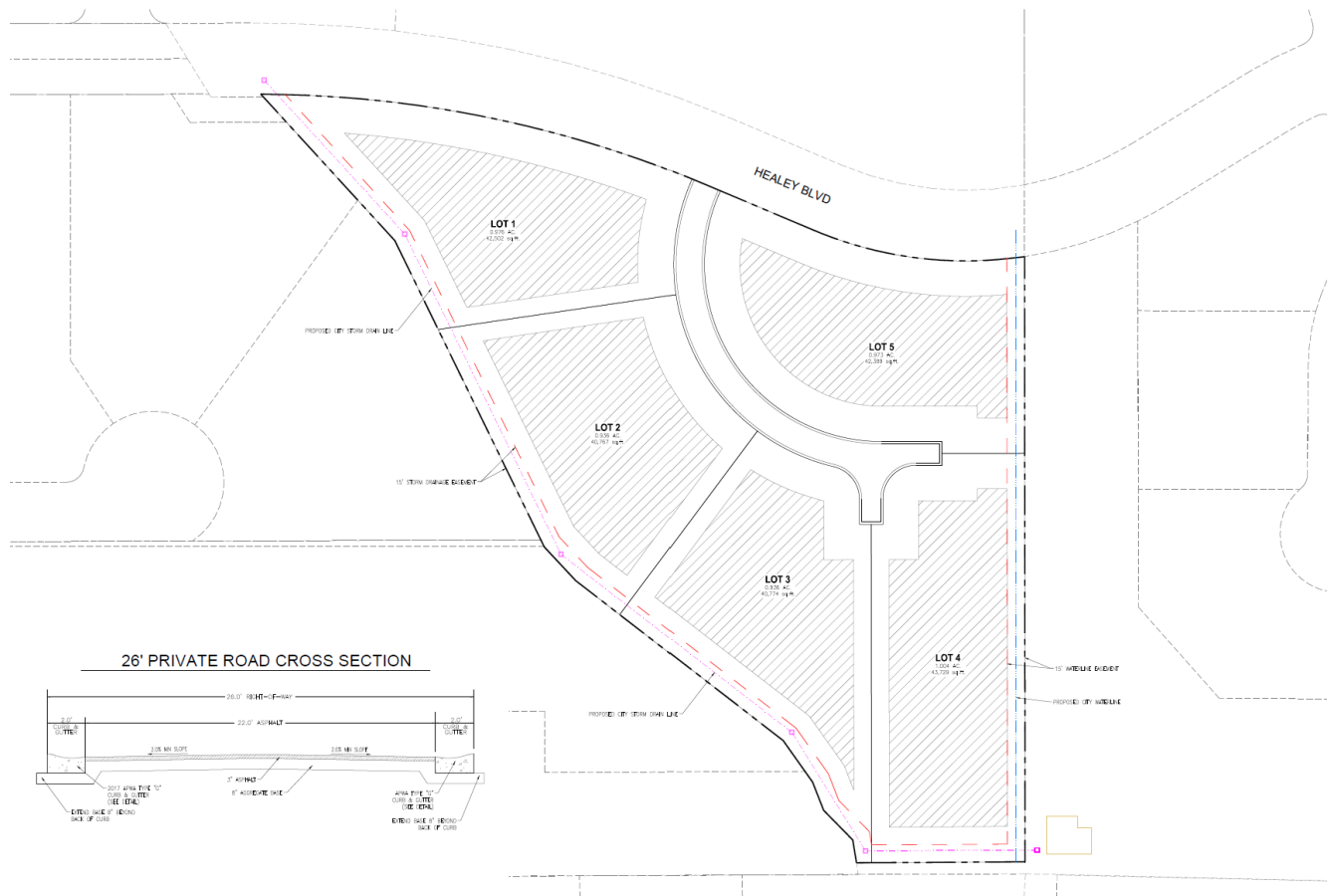


Exhibit C

CCRs

When Recorded Return To:

Alpine Property Homeowners Association

c/o [Counsel for Declarant]

[Address, City, Utah ZIP]

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ALPINE PROPERTY

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ALPINE PROPERTY (“Declaration”) is made by [Declarant Name], a Utah [entity type] (“Declarant”), on the date set forth below.

This document is a DRAFT prepared for review by Utah legal counsel and the Declarant/Board before execution and recording. It is not a substitute for legal advice.

RECITALS

A. The Declarant is the owner of certain real property located in the City of Alpine (“City”), Utah County, Utah, more particularly described on Exhibit A attached hereto (“Property”), fronting Healey Blvd. Declarant is developing the Property as a residential subdivision to be known as Alpine Property (“Project”), consisting of five (5) single-family estate lots of approximately one (1) acre each (“Lots”), served by a private road owned and maintained by the Association. A landscaped strip within the Healey Blvd right-of-way remains owned by the City; the Association will maintain that strip under a maintenance agreement with the City rather than owning it.

B. Declarant intends to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property. Because the Project is served by a private road rather than a public street, and each Lot is approximately one acre, the Owners are responsible for maintaining everything within their own Lot, and the Association's principal ongoing responsibilities are the Private Road and, under agreement with the City, the City Frontage Area described below.

C. Alpine Property Homeowners Association (“Association”) has been incorporated as a Utah nonprofit corporation to act as a homeowners association and to perform such other acts as are provided for or set forth in this Declaration, or which generally benefit the Project.

NOW, THEREFORE, the Declarant hereby establishes the Covenants and declares that the Property, and all Lots within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below, which shall run with the land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property or any Lot within the Project.

ARTICLE 1 – DEFINITIONS

Capitalized terms not defined below have the meaning given in the Act. The plural of any defined word has the same meaning as the singular and vice versa.

- “Act” means the Utah Community Association Act, as amended from time to time.
- “Association” means Alpine Property Homeowners Association.
- “Board” means the Board of Directors of the Association.
- “Bylaws” means the Bylaws of Alpine Property Homeowners Association, attached as Exhibit C.
- “City” means the City of Alpine, a political subdivision of the State of Utah.
- “Common Area” means the Private Road, together with any other portion of the Project the Plat Map designates as common or open space and conveys to the Association in fee, in each case not included within any Lot and not dedicated or reserved for public use. The Association shall be responsible for maintaining the Common Area, except as otherwise provided in this Declaration. The City Frontage Area described below is not Common Area.
- “Covenants” means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.
- “Declarant” means [Declarant Name], and any assign or successor that acquires Declarant's interest in the Property by recorded instrument.
- “Declaration” means this Declaration of Covenants, Conditions and Restrictions for Alpine Property, as it may be amended from time to time.
- “City Frontage Area” means the landscaped strip situated within the public right-of-way along the Property's frontage on Healey Blvd, as depicted on the Plat Map. The City Frontage Area is owned by, and remains dedicated to, the City; the Association holds no ownership or easement interest in it. The Association's only right and obligation with respect to the City Frontage Area arises under the maintenance agreement described in Section 5.5, under which the Association maintains the landscaping there.
- “Exempt Lot” has the meaning given in Section 4.1(e).
- “First Mortgage” means a recorded mortgage or consensual lien granted by an Owner that is not subject to any senior lien or encumbrance except liens for taxes or other liens given priority by statute.

- “First Mortgagee” means any person or entity named as mortgagee under a First Mortgage, and any successor-in-interest to such mortgagee.
- “Improvement” means every structure, feature, or improvement of any kind placed or constructed on a Lot, including any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure, pool, or other product of construction, and also includes landscaping.
- “Lot” means one of the five (5) subdivided and individually numbered residential parcels designated on the Plat Map, including the Residence and any other Improvements thereon.
- “Member” means a person or entity who is a member of the Association.
- “Mortgage” means any mortgage, deed of trust, or other document pledging a Lot or any interest therein as security for a debt or obligation.
- “Owner” means the person or entity vested with legal, record fee simple title to a Lot. If more than one person or entity holds record title to a Lot, each is an Owner.
- “Period of Declarant's Control” means the period during which Declarant has administrative control of the Association as described in Section 3.3, which shall end on the earliest of: (i) the date on which four (4) of the five (5) Lots in the Project have been conveyed to purchasers other than Declarant or a builder holding for resale; (ii) seven (7) years after the first conveyance of a Lot to a purchaser; or (iii) the date Declarant elects by recorded notice.
- “Plat Map” means the recorded subdivision plat(s) for Alpine Property, together with any plat incorporating additional real estate into the Project, as amended.
- “Private Road” means the private roadway serving the Lots, together with its associated right-of-way, as shown on the Plat Map. The Private Road is not a public street and is not maintained by the City.
- “Project” means Alpine Property, as identified on the Plat Map. The Project is not a cooperative and is not a condominium.
- “Property” means the real property situated in Utah County, Utah, described on Exhibit A, against which this Declaration is recorded.
- “Residence” means the single-family dwelling structure on a Lot. Residences within the Project are intended for occupation by a single family, meaning: (a) a single person; (b) a group of people related by blood, marriage, adoption, guardianship, or other legally authorized custodial relationship, together with not more than two additional unrelated persons; or (c) a group of not more than four unrelated persons, together with their children, if any, maintaining a common household.
- “Rules and Regulations” means the rules, regulations, and design criteria, not inconsistent with this Declaration or the Bylaws, adopted by the Board.
- “Common Assessment” means a Regular Common Assessment or a Special Common Assessment.
- “Governing Documents” means this Declaration, the Plat Map, the Association's articles of incorporation, the Bylaws, and the Rules and Regulations, in each case as amended.

- “Regular Common Assessment” means the recurring assessment levied against each Lot under Section 4.1(a) based on the Association's adopted budget.
- “Special Common Assessment” means an assessment levied under Section 4.1(a), including an assessment levied against a specific Owner or Lot as provided in this Declaration.

ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property. The Property is, and henceforth shall be, held, occupied, transferred, sold, and conveyed subject to the Covenants set forth in this Declaration. The Project consists of five (5) single-family residential Lots and the Private Road, as shown on the Plat Map.

2.2 Covenants Run with the Land. This Declaration, and the Covenants herein, run with the land and bind all persons or entities holding or taking title to any interest in the Property or any Lot, and all Owners hold or take title subject to this Declaration.

2.3 Applicability of the Act. The Association and the Project are subject to the Act.

2.4 Enforcement. The Association and each Owner have the enforcement rights and remedies, including injunctive relief and recovery of reasonable costs and attorney fees, provided in the Act.

ARTICLE 3 – ASSOCIATION AND MEMBERSHIP THEREIN

3.1 Membership. Each Owner, by accepting a deed for any Lot, whether or not so expressed in the deed, automatically becomes a Member of the Association and agrees to be bound by the Covenants and by the Rules and Regulations. Membership is mandatory for all Owners, is appurtenant to and may not be separated from ownership of a Lot, and may not be assigned, transferred, pledged, conveyed, or alienated except upon transfer of the Lot.

3.2 Voting Rights. Each of the five (5) Lots has one vote in the Association, exercised as provided in the Bylaws.

3.3 Board Composition During Period of Declarant's Control. During the Period of Declarant's Control, the Board shall be composed as provided in the Bylaws and the Act.

3.4 Bylaws. Nothing in the Bylaws shall substantially alter, amend, or impair the rights and obligations of Owners set forth in this Declaration.

ARTICLE 4 – FEES, FINES, AND ASSESSMENTS

4.1 Assessments. The making and collection of Common Assessments by the Association from Owners for their share of Common Expenses (principally, maintenance and repair of the Private Road, maintenance of the City Frontage Area under the agreement described in Section 5.5, and related insurance and reserves) shall be pursuant to the Bylaws and the following provisions:

- (a) Declarant, for each Lot owned by Declarant that is not an Exempt Lot, and each other Owner, by becoming an Owner, is deemed to covenant and agree to pay Assessments

to the Association. Each Lot (except Exempt Lots) is liable for an equal share of the Association's Common Expenses. Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Board, and are levied against each Lot in equal shares, payable in installments as the Board determines.

(b) Assessments not paid when due are delinquent and bear interest and late fees as permitted by the Act.

(c) There is a lien on each Lot for all unpaid Common Assessments, together with late fees, interest, and costs (including attorney fees), charged pursuant to this Declaration and the Act. The Association may sue the responsible Owner personally, and/or foreclose the lien in the manner provided by Utah law. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to [Trustee Name], with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration. The Association may substitute the trustee and appoint a successor trustee as provided by statute. The Association's lien has the priority provided by the Act. An Owner may demand judicial foreclosure in lieu of nonjudicial foreclosure to the extent permitted by law. In any action to collect or foreclose unpaid assessments, the Association may seek appointment of a receiver as permitted by law.

(d) The lien for unpaid assessments is not impaired by sale or transfer of a Lot, except as the Act provides regarding foreclosure by a First Mortgagee.

(e) "Exempt Lot" means a Lot owned by Declarant until the earlier of: (i) sale of the Lot to a third-party purchaser intending residential occupancy; or (ii) twelve (12) months after issuance of a certificate of occupancy for a Residence on the Lot. Exempt Lots are not subject to Common Assessments until they lose that status.

4.2 Reserve Funds and Reserve Study. The Board shall maintain reserve funds and conduct reserve studies as required by the Act, principally to fund the periodic repair, resurfacing, and replacement of the Private Road.

4.3 Fines. The Association may impose fines for violation of the Covenants, the Bylaws, or the Rules and Regulations, subject to the notice, cure, and hearing requirements of the Act.

ARTICLE 5 – PRIVATE ROAD, COMMON AREA, AND CITY FRONTAGE MAINTENANCE

5.1 Identification. The Common Area consists of the Private Road shown on the Plat Map, together with any other area the Plat Map designates as common or open space and conveys to the Association in fee. The City Frontage Area is separately defined above and is not Common Area; the City, not the Association, owns it. There are no limited common areas unless the Plat Map expressly designates an area for the exclusive use of fewer than all Lots.

5.2 Maintenance. The Association shall maintain, repair, and, as needed, resurface and replace the Private Road, including snow removal on the Private Road. Until Declarant conveys the Private Road to the Association under Section 5.4, Declarant shall maintain it at Declarant's expense. Each

Owner is solely responsible, at the Owner's own expense, for maintaining everything located within the boundaries of the Owner's own Lot, including the Residence, driveway, landscaping, fencing, and all other Improvements; the Association has no obligation to maintain, repair, or insure anything located within a Lot.

5.3 Limitations on Use. The Board may adopt Rules and Regulations governing use of the Private Road, including reasonable speed limits, weight limits, and restrictions on parking or storage that would obstruct the Private Road or emergency access. No Owner may obstruct, permanently occupy, or alter any Common Area without the Board's prior written consent.

5.4 Conveyance of Common Area. Declarant shall convey fee title to the Private Road to the Association by recorded deed before the Association is required to maintain it and, in all events, no later than the end of the Period of Declarant's Control, free and clear of all liens and monetary encumbrances and subject only to the easements and matters shown on the Plat Map and easements of record, with all real property taxes and assessments paid current through the date of conveyance. The Association shall accept the conveyance. The City Frontage Area is not conveyed to the Association under this Section or otherwise, since the City retains ownership of it.

5.5 City Frontage Maintenance Agreement. The Association shall maintain the landscaping within the City Frontage Area under a maintenance agreement between the Association and the City [reference agreement date/recording information once available]. That agreement, not this Declaration, governs the scope of the Association's maintenance obligations, the term and termination of the arrangement, and any right of the City to enter, inspect, or reclaim the area for right-of-way or utility purposes. Nothing in this Declaration shall be construed to give the Association or any Owner an ownership or easement interest in the City Frontage Area. The cost of maintaining the City Frontage Area is a Common Expense funded through Assessments under Article 4.

ARTICLE 6 – PROPERTY RIGHTS, LIMITATIONS, AND USE RESTRICTIONS

6.1 Residential Use and Occupancy. Each Lot, and all Improvements thereon, shall be used only for residential purposes. No Lot shall be used, occupied, or altered in violation of law, so as to create a nuisance, interfere with any Owner's rights, or increase the cost of insurance for the Project.

6.2 No Further Subdivision. No Lot shall be further subdivided, and no conveyance of less than an entire Lot shall be permitted, without prior written Board approval.

6.3 Nuisance. No Owner, or guest or invitee of an Owner, shall use a Lot in a manner that constitutes a nuisance or unreasonably interferes with another Owner's use and enjoyment of a Lot. No rubbish or debris shall be permitted to accumulate so as to become unsightly or cause offensive odors, and no unreasonably loud or disruptive noise is permitted.

6.4 Private Road Access. Each Owner has a nonexclusive, perpetual easement of ingress and egress over the Private Road, appurtenant to and running with the Owner's Lot, for the Owner and

the Owner's guests, invitees, and service providers. This easement is subject to the Rules and Regulations adopted under Section 5.3.

6.5 Declarant Exemption. Notwithstanding any other provision of this Declaration, Declarant may use any Lot it owns, and during the Period of Declarant's Control may use the Project, for any purpose consistent with or intended to facilitate improvement and sale of Declarant-owned Lots, including maintaining temporary structures, a sales office or model home, and reasonable signs, which Declarant may relocate from time to time.

ARTICLE 7 – MAINTENANCE AND OTHER OBLIGATIONS

7.1 Owner's Compliance. Each Owner shall fully comply with, and shall cause the Owner's guests and invitees to comply with, the Covenants, the Bylaws, and the Rules and Regulations.

7.2 Maintenance by Owner. Each Owner shall maintain the Owner's Lot, Residence, and other Improvements in good repair and in a clean, safe, and functional condition, at the Owner's expense and without any setoff right. As stated in Section 5.2, the Association's maintenance obligations are limited to the Private Road and, under the agreement described in Section 5.5, the City Frontage Area; the Association has no obligation to maintain any portion of a Lot.

ARTICLE 8 – DECLARANT RIGHTS AND CONTROL

8.1 Administrative Control. During the Period of Declarant's Control, neither the Board nor the Association shall take action requiring a Member vote without Declarant's prior written approval.

8.2 Assignability. Declarant may assign its rights under this Declaration, in whole or part, by recorded instrument; the assignee is thereafter deemed the Declarant to the extent of the rights assigned.

8.3 Transition of Control. Declarant shall transfer control of the Association and deliver all Association funds, records, and other items required by the Act, within the time and in the manner the Act requires.

ARTICLE 9 – INSURANCE

9.1 Insurance. The Association shall obtain and maintain the insurance required by the Act covering the Private Road, and shall maintain the liability coverage (including any additional-insured or indemnification obligations) required under the maintenance agreement described in Section 5.5 with respect to the Association's activities on the City Frontage Area. Each Owner shall maintain a homeowner's policy on the Owner's Residence and other Improvements as required by the Act and the Bylaws.

ARTICLE 10 – DURATION AND AMENDMENT

10.1 Duration. This Declaration is effective from the date it is recorded in Utah County and, as amended, shall continue to encumber the Property and run with the land for as long as the law allows, unless amended or terminated as provided herein.

10.2 Amendment. This Declaration may be amended as provided in the Act. No amendment is effective until recorded in Utah County.

10.3 Termination. This Declaration may be terminated as provided in the Act.

10.4 Prohibited Provisions. No amendment may include a provision that the Act prohibits a declaration from containing; this Declaration shall be construed to omit any such provision even if inadvertently included.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this ____ day of _____, 20__.

DECLARANT

[Declarant Name]

By: _____

Name: _____

Title: _____

STATE OF UTAH)

) ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as the _____ of [Declarant Name].

Notary Public

My Commission Expires: _____

EXHIBIT A

(Property Description)

[Insert full metes-and-bounds or lot-and-plat legal description of the Property, as prepared by the Project surveyor and confirmed against the recorded Plat Map.]

EXHIBIT B

(Plat Map)

[Attach a copy of the recorded Plat Map for Alpine Property, current as of the date of this Declaration, along with the civil engineering exhibit depicting the underground power relocation along Healey Blvd.]

EXHIBIT C

BYLAWS OF ALPINE PROPERTY HOMEOWNERS ASSOCIATION

These Bylaws govern the internal administration of the Association. Capitalized terms have the meaning given in the Declaration and the Act. These Bylaws bind the Association and all Owners; acquiring a Lot is acknowledgment that the Owner agrees to comply with these Bylaws, as amended.

1. MEMBER MEETINGS

1.1 Annual Meeting. The Association shall hold an annual meeting at the date, time, and place the Board sets. Notice, quorum, and voting shall be as provided in the Act.

1.2 Special Meetings. A special meeting may be called, and shall be noticed and conducted, as provided in the Act.

1.3 Conduct of Meetings. The President shall preside over meetings of the Association; the Secretary shall record the minutes.

2. BOARD OF DIRECTORS

2.1 Number and Term. The Board shall consist of three Directors. After the Period of Declarant's Control, Directors shall serve two-year terms and shall be elected, removed, and replaced as provided in the Act.

2.2 Vacancies. A Director vacancy other than by removal shall be filled as provided in the Act.

2.3 Board Meetings. Notice, quorum, and action of the Board shall be as provided in the Act.

2.4 Powers and Duties. The Board shall manage the affairs of the Association and has all powers and duties granted by the Governing Documents and the Act, including entering contracts for maintenance of the Private Road and entering or renewing the City maintenance agreement for the City Frontage Area.

2.5 Compensation. Directors shall not be compensated but may be reimbursed for actual expenses of service.

2.6 Limitation of Liability. A Director is not liable to the Association or an Owner for an act or omission in good faith on behalf of the Association, except for willful misconduct or criminal conduct, and shall be indemnified by the Association to the extent provided by the Utah Revised Nonprofit Corporation Act.

3. OFFICERS

3.1 Offices. The officers of the Association are a President, Vice President, Secretary, and Treasurer, elected by the Board from among the Directors for a one-year term.

3.2 Duties. The President is the Association's chief executive officer and presides at meetings of the Association and the Board. The Vice President acts for the President when the President is absent or unable to act. The Secretary keeps the minutes and records of the Association. The Treasurer oversees the Association's finances. The Board may further define officer duties consistent with the Act.

3.3 Compensation. Officers shall not be compensated but may be reimbursed for actual expenses of service.

4. NOTICE

4.1 Notice under these Bylaws, the Declaration, or the Act shall be given in the manner, and is effective at the time, the Act provides.

5. FINANCES

5.1 Fiscal Year. The Association's fiscal year is the calendar year.

5.2 Records. Association financial records shall be maintained and made available as required by the Act.

6. AMENDMENT

6.1 These Bylaws may be amended as provided in the Act. No amendment is effective until recorded in Utah County.

7. MISCELLANEOUS

7.1 Conflicts. These Bylaws are subordinate to the Act, the Utah Revised Nonprofit Corporation Act, the Declaration, and the Plat Map, and are superior to the Rules and Regulations.

7.2 Severability. If a court holds a provision of these Bylaws invalid, the remaining provisions remain in full force and effect.

7.3 Waiver. Failure to enforce a provision of these Bylaws is not a waiver of the right to enforce it later.

ORDINANCE No. 2026-18

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN ALPINE CITY
AND LOVELL DEVELOPMENT GROUP TO PERMIT A DEVELOPMENT ON A PRIVATE LANE
AND INCLUDE LOTS THAT FRONT A PRIVATE LANE.**

WHEREAS, the Planning Commission held a public hearing on September 15, 2026, and reviewed the proposed development agreement, and made a recommendation to the City Council in accordance with State law;

WHEREAS, the City Council finds the proposed Development Agreement beneficial to the public health, safety, and welfare due to the agreed upon exchanges between Lovell Development Group and Alpine City; and

WHEREAS, Alpine City seeks to remain in compliance with State law for the approval of Development Agreements;

NOW, THEREFORE, be it ordained by the Mayor and City Council of Alpine City, in the State of Utah, as follows:

That the Development Agreement between Alpine City and Lovell Development Group set forth in Exhibit A, attached hereto, is adopted.

Carla Merrill, Alpine City Mayor



VOTING:

Brent Rummler Yea___ Nay___ Absent___

Chrissy Hannemann Yea___ Nay___ Absent___

Jessica Smuin Yea___ Nay___ Absent___

Sarah Blackwell Yea___ Nay___ Absent___

Andrew Young Yea___ Nay___ Absent___

ATTEST:

DeAnn Parry, City Recorder

Exhibit A

DEVELOPMENT AGREEMENT

(5-Lot Subdivision)

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2026 (the “**Effective Date**”), by and between ALPINE CITY, a Utah municipal corporation, hereinafter referred to as “**City**,” and LOVELL DEVELOPMENT GROUP, LLC, a Utah limited liability company, hereinafter referred to as “**Developer**.” The City and Developer are hereinafter collectively referred to as “**Parties**.”

RECITALS

- A. Developer owns certain land containing an aggregate of 5.07 acres located within Alpine City, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).
- B. The Property is zoned Country Residential (CR - 40,000), which requires a minimum lot size of 40,000 square feet for single family dwellings. Under this zoning district, private streets are not allowed.
- C. Developer desires to subdivide the Property into five (5) lots for construction of single family dwellings (the “**Project**”) in accordance with the Concept Plan shown on Exhibit B hereto (the “**Concept Plan**”). As shown on the Concept Plan, although the proposed lots comply with the minimum lot size restrictions, a private street is proposed to provide a single point of access from Healey Boulevard to all five (5) lots.
- D. The City is willing to approve an exception to the prohibition of private streets and allow the Property to be subdivided and developed in accordance with the attached Concept Plan in exchange for certain benefits to be provided by Developer to the City as provided herein.
- E. The City Council, after complying with applicable notice and public hearing requirements, has approved this Agreement and has authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.
- F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-20-508 (2026) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and applicable City ordinances.
- G. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- H. The Parties intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. §10-20-508.
- I. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Exceptions to City Code. As required by Utah Code Ann. § 10-20-508(2)(a)(iii), approval of any portion of this Agreement that grants exceptions to current City Code must follow the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502. The terms of this Agreement are enforceable and the rights of Developer to develop the Property in accordance with this Agreement shall vest only if the Alpine City Council, in the independent exercise of its legislative authority, approves this Agreement.

3. Governing Standards. The Project must be developed by the Developer in accordance with the Concept Plan, this Agreement, and applicable City ordinances regarding subdivision and development of real property in the City.

4. Permitted Uses.

- a. The Project shall be approved so long as each lot is at least 40,000 square feet in size and the applicable subdivision and land use ordinances of the City are satisfied.
- b. Notwithstanding any language to the contrary in this Agreement, Developer shall have the right to develop and improve a private street to provide access to the proposed lots from Healey Boulevard consistent with the attached Concept Plan and this Agreement.

5. Specific Developer Obligations. As an integral part of the consideration for this Agreement, the Developer voluntarily agrees to fulfill the following obligations:

- a. In connection with the City's grant of final plat approval for the Project, Developer shall grant to the City a storm drain easement along the western edge of proposed lots 1, 2 and 3, and along the southern edge of proposed lot 4, as shown in the attached Concept Plan.
- b. In connection with the City's grant of final plat approval for the Project, Developer shall grant to the City a water line easement along the eastern edge of the Project, as shown in the attached Concept Plan.
- c. The easements described in subsections 5(a) and 5(b) above shall be shown on the final subdivision plat of the Project to be recorded with Utah County.
- d. When Developer constructs the horizontal subdivision improvements of the Project, Developer shall pay for and install the public water line within the easements described in subsections (a) and (b) above (referred to below as the "**City Improvements**"), as well as all other required subdivision improvements. The City's reimbursement obligations for the public storm drain line and public water line are described in Section 6, below.
- e. Developer shall record covenants, conditions, and restrictions ("**CCRs**") against the Property in substantially the form of the attached Exhibit C. Developer shall also organize a homeowners' association (the "**HOA**"), which will carry out the ongoing obligation to maintain the private street and any other common areas in the subdivision. The City will be an intended third-party beneficiary of the CCRs, with the authority, but not the obligation, to enforce any violation of the CCRs, including the obligation to maintain the private street. The CCRs may not be amended or terminated, nor may the HOA be dissolved, without the City's prior written approval.
- f. Developer shall include a swale along the rear of the lots to provide additional protection to the neighboring properties in the event the pump station experiences another issue. This will be incorporated into the development plans.

g. Developer will install a fence along the property where it abuts Healey Boulevard.

6. City Obligations. As an integral part of the consideration of this Agreement, the City agrees as follows:

- a. After Developer has constructed and installed the City Improvements referenced in Section 5(d) above, and the City has approved and accepted the same (which approval and acceptance shall not be unreasonably withheld), the City shall reimburse Developer via cash payment for all actual costs incurred by Developer to construct and install the City Improvements minus the sum of \$180,000.00. To clarify, Developer agrees to contribute the sum of \$180,000.00 toward the cost of the City Improvements. Developer shall provide the City with supporting detail regarding the cost of the Public Improvements, including copies of all invoices and payments directly related to the City Improvements. Developer shall use a licensed engineer to design the City Improvements and a licensed contractor to construct and install the City Improvements, all at the best competitive market rates that Developer is able to negotiate. If the City prefers to find their own contractor to install the City Improvements, the Developer agrees to send \$180,000 to the City as a fee in lieu of constructing the City Improvements.
- b. The City shall pay Developer the reimbursement amount within sixty (60) days following the City's receipt of the supporting detail showing the costs paid by Developer to design, construct, and install the City Improvements, as required depending on who installed the City Improvements.
- c. The City shall allow the storm water from the Project to connect and flow into the new public storm drain line installed by Developer in the Project without requiring Developer to pay any connection fees to the City. ?

7. Vested Rights and Reserved Legislative Powers.

- a. Vested Rights. As of the Effective Date, subject to the terms and provisions of this Agreement, Developer has the vested right to develop and construct the Project in accordance with the Concept Plan, this Agreement, and applicable City ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., § 10-20-101 et seq. Moreover, in the event of any conflict between the terms of this Agreement and the general provisions of the City Code, the terms of this Agreement control as provided in Utah Code Ann. § 10-20-508(2)(a)(iii).
- b. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police powers that cannot be so limited. Notwithstanding the retained police powers of the City, any such legislation shall not modify Developer's vested rights as set forth herein unless facts and circumstances are present that meet the exceptions to the vested rights doctrine as set forth in Utah Code Ann. § 10-20-101 et seq., as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the vested rights doctrine under Utah law.

8. Default. An "Event of Default" occurs under this Agreement if any Party fails to perform a material obligation expressly required hereunder when due and the defaulting Party has not performed or cured the delinquent obligations within sixty (60) days following delivery to the defaulting Party of written notice of such delinquency describing the alleged default in reasonable detail. Notwithstanding the foregoing,

if the default cannot reasonably be cured within that 60-day period, a Party is not in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

9. Remedies. In the event of an uncured Event of Default, the non-defaulting Party has the right to exercise any and all remedies available under Utah law. In any court action, the prevailing Party shall be awarded its reasonable attorney fees and costs.

10. Notices. Any notices or demands required or desired to be given hereunder must be in writing and served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below, or emailed to such party using the email address shown below:

To the Developer: Lovell Development Group, LLC
Attn: Brett Lovell
13697 S. 3825 W.
Riverton, Utah 84065
Email: lovelldevelopmentgroup@gmail.com

To the City: Alpine City
Attn: Shane Sorensen
City Administrator
10 North Main Street
Alpine, Utah 84004
Email: ssorensen@alpineut.gov

11. General Terms and Conditions.

- a. Property Acquisition Contingency. Notwithstanding any other provision to the contrary herein, this Agreement shall not take effect unless and until Developer (or an entity owned or controlled by Developer) acquires title to the Property no later than three (3) months after the date of approval of this Agreement by the Alpine City Council. This Agreement will not be recorded against the Property with the Utah County Recorder's Office unless and until this acquisition contingency has been satisfied.
- b. Binding Effect. Subject to the other provisions hereof, this Agreement inures to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns. Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.
- a. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City is personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount that may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.
- b. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement does not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement

refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

- c. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.
- d. Agreement to Run With the Land. This Agreement must be recorded in the Office of the Utah County Recorder against the Property and is intended to and is deemed to run with the land, and is binding on and benefits all successors in the ownership of any portion of the Property.
- e. Applicable Law. This Agreement is entered into under to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- f. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities is construed against the drafting party applies to the interpretation or enforcement of this Agreement.
- g. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

12. No Waiver. Any Party's failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party may not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions continue in full force and effect.

14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder excuses performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

15. Amendment. This Agreement may be amended only by written instrument signed by the Parties hereto.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF ALPINE

ATTEST:

By: _____
City Recorder

By: _____
Mayor Carla Merrill

DEVELOPER:

LOVELL DEVELOPMENT GROUP, LLC, a Utah
limited liability company

Brett Lovell, Manager

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On the ____ day of _____, 2026, personally appeared before me Brett Lovell, who being by me duly sworn, did say that he is the Manager of Lovell Development Group, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

SEAL:

Notary Public
Residing at:

Exhibit A
Legal Description of the Property

The Property is comprised of two (2) parcels identified as Utah County Tax Parcels 37-280-0001 and 11-054-0449.

Parcel 37:280:0001 is described as Lot 1, Plat D, Davids Court Subdivision (3.236 acres)

Parcel 11-054-0449 is described as follows: COM S 663.77 FT & E 641.12 FT FROM THE W 1/4 COR. SEC. 30, T4S, R2E, SLB&M; N 89 DEG 53' 31" E 39.92 FT; ALONG A CURVE TO THE R (CHORD BEARS: S 78 DEG 35' 45" E 387.18 FT, RADIUS = 970 FT); S 67 DEG 5' 2" E 12.83 FT; S 10 DEG 40' 18" W 376.59 FT; N 52 DEG 16' 11" W 64.83 FT; N 42 DEG 57' 46" W 38.86 FT; N 26 DEG 0' 0" W 288.5 FT; N 42 DEG 28' 0" W 165.01 FT; W 44.41 FT; N 31 DEG 32' 0" W 2.83 FT TO THE POB. AREA (1.838 acres)

ALPINE PROPERTY

CONCEPT PLAN

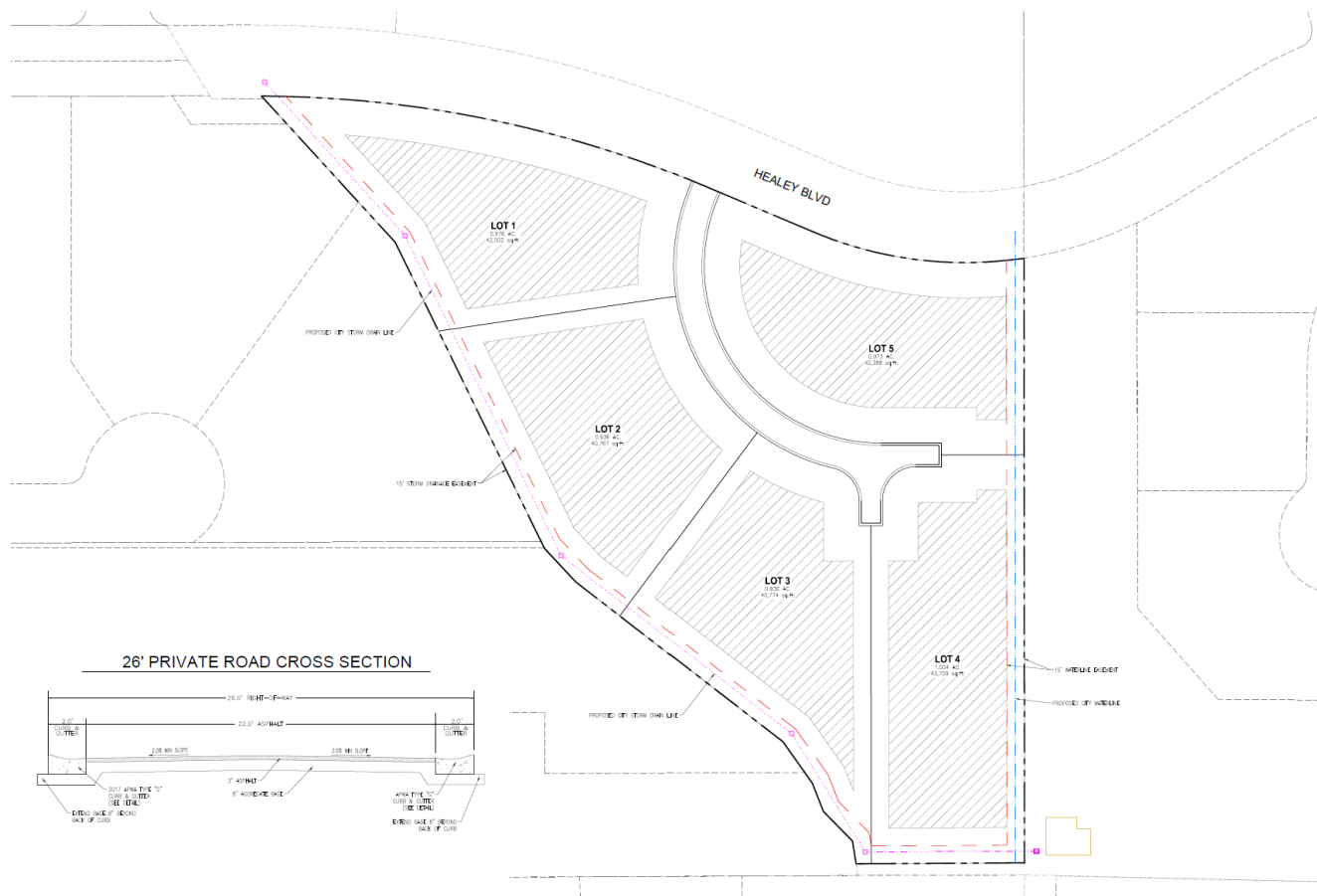


Exhibit C

CCRs

When Recorded Return To:

Alpine Property Homeowners Association

c/o [Counsel for Declarant]

[Address, City, Utah ZIP]

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ALPINE PROPERTY

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ALPINE PROPERTY ("Declaration") is made by [Declarant Name], a Utah [entity type] ("Declarant"), on the date set forth below.

This document is a DRAFT prepared for review by Utah legal counsel and the Declarant/Board before execution and recording. It is not a substitute for legal advice.

RECITALS

A. The Declarant is the owner of certain real property located in the City of Alpine ("City"), Utah County, Utah, more particularly described on Exhibit A attached hereto ("Property"), fronting Healey Blvd. Declarant is developing the Property as a residential subdivision to be known as Alpine Property ("Project"), consisting of five (5) single-family estate lots of approximately one (1) acre each ("Lots"), served by a private road owned and maintained by the Association. A landscaped strip within the Healey Blvd right-of-way remains owned by the City; the Association will maintain that strip under a maintenance agreement with the City rather than owning it.

B. Declarant intends to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property. Because the Project is served by a private road rather than a public street, and each Lot is approximately one acre, the Owners are responsible for maintaining everything within their own Lot, and the Association's principal ongoing responsibilities are the Private Road and, under agreement with the City, the City Frontage Area described below.

C. Alpine Property Homeowners Association ("Association") has been incorporated as a Utah nonprofit corporation to act as a homeowners association and to perform such other acts as are provided for or set forth in this Declaration, or which generally benefit the Project.

NOW, THEREFORE, the Declarant hereby establishes the Covenants and declares that the Property, and all Lots within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below, which shall run with the land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property or any Lot within the Project.

ARTICLE 1 – DEFINITIONS

Capitalized terms not defined below have the meaning given in the Act. The plural of any defined word has the same meaning as the singular and vice versa.

- “Act” means the Utah Community Association Act, as amended from time to time.
- “Association” means Alpine Property Homeowners Association.
- “Board” means the Board of Directors of the Association.
- “Bylaws” means the Bylaws of Alpine Property Homeowners Association, attached as Exhibit C.
- “City” means the City of Alpine, a political subdivision of the State of Utah.
- “Common Area” means the Private Road, together with any other portion of the Project the Plat Map designates as common or open space and conveys to the Association in fee, in each case not included within any Lot and not dedicated or reserved for public use. The Association shall be responsible for maintaining the Common Area, except as otherwise provided in this Declaration. The City Frontage Area described below is not Common Area.
- “Covenants” means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.
- “Declarant” means [Declarant Name], and any assign or successor that acquires Declarant's interest in the Property by recorded instrument.
- “Declaration” means this Declaration of Covenants, Conditions and Restrictions for Alpine Property, as it may be amended from time to time.
- “City Frontage Area” means the landscaped strip situated within the public right-of-way along the Property's frontage on Healey Blvd, as depicted on the Plat Map. The City Frontage Area is owned by, and remains dedicated to, the City; the Association holds no ownership or easement interest in it. The Association's only right and obligation with respect to the City Frontage Area arises under the maintenance agreement described in Section 5.5, under which the Association maintains the landscaping there.
- “Exempt Lot” has the meaning given in Section 4.1(e).
- “First Mortgage” means a recorded mortgage or consensual lien granted by an Owner that is not subject to any senior lien or encumbrance except liens for taxes or other liens given priority by statute.
- “First Mortgagee” means any person or entity named as mortgagee under a First Mortgage, and any successor-in-interest to such mortgagee.
- “Improvement” means every structure, feature, or improvement of any kind placed or constructed on a Lot, including any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure, pool, or other product of construction, and also includes landscaping.
- “Lot” means one of the five (5) subdivided and individually numbered residential parcels designated on the Plat Map, including the Residence and any other Improvements thereon.
- “Member” means a person or entity who is a member of the Association.
- “Mortgage” means any mortgage, deed of trust, or other document pledging a Lot or any interest therein as security for a debt or obligation.
- “Owner” means the person or entity vested with legal, record fee simple title to a Lot. If more than one person or entity holds record title to a Lot, each is an Owner.
- “Period of Declarant's Control” means the period during which Declarant has administrative control of the Association as described in Section 3.3, which shall end on the earliest of: (i) the date on which four (4) of the five (5) Lots in the Project have been conveyed to purchasers other than Declarant or a builder holding for resale; (ii) seven (7) years after the first conveyance of a Lot to a purchaser; or (iii) the date Declarant elects by recorded notice.
- “Plat Map” means the recorded subdivision plat(s) for Alpine Property, together with any plat incorporating additional real estate into the Project, as amended.

- “Private Road” means the private roadway serving the Lots, together with its associated right-of-way, as shown on the Plat Map. The Private Road is not a public street and is not maintained by the City.
- “Project” means Alpine Property, as identified on the Plat Map. The Project is not a cooperative and is not a condominium.
- “Property” means the real property situated in Utah County, Utah, described on Exhibit A, against which this Declaration is recorded.
- “Residence” means the single-family dwelling structure on a Lot. Residences within the Project are intended for occupation by a single family, meaning: (a) a single person; (b) a group of people related by blood, marriage, adoption, guardianship, or other legally authorized custodial relationship, together with not more than two additional unrelated persons; or (c) a group of not more than four unrelated persons, together with their children, if any, maintaining a common household.
- “Rules and Regulations” means the rules, regulations, and design criteria, not inconsistent with this Declaration or the Bylaws, adopted by the Board.
- “Common Assessment” means a Regular Common Assessment or a Special Common Assessment.
- “Governing Documents” means this Declaration, the Plat Map, the Association's articles of incorporation, the Bylaws, and the Rules and Regulations, in each case as amended.
- “Regular Common Assessment” means the recurring assessment levied against each Lot under Section 4.1(a) based on the Association's adopted budget.
- “Special Common Assessment” means an assessment levied under Section 4.1(a), including an assessment levied against a specific Owner or Lot as provided in this Declaration.

ARTICLE 2 – PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property. The Property is, and henceforth shall be, held, occupied, transferred, sold, and conveyed subject to the Covenants set forth in this Declaration. The Project consists of five (5) single-family residential Lots and the Private Road, as shown on the Plat Map.

2.2 Covenants Run with the Land. This Declaration, and the Covenants herein, run with the land and bind all persons or entities holding or taking title to any interest in the Property or any Lot, and all Owners hold or take title subject to this Declaration.

2.3 Applicability of the Act. The Association and the Project are subject to the Act.

2.4 Enforcement. The Association and each Owner have the enforcement rights and remedies, including injunctive relief and recovery of reasonable costs and attorney fees, provided in the Act.

ARTICLE 3 – ASSOCIATION AND MEMBERSHIP THEREIN

3.1 Membership. Each Owner, by accepting a deed for any Lot, whether or not so expressed in the deed, automatically becomes a Member of the Association and agrees to be bound by the Covenants and by the Rules and Regulations. Membership is mandatory for all Owners, is appurtenant to and may not be separated from ownership of a Lot, and may not be assigned, transferred, pledged, conveyed, or alienated except upon transfer of the Lot.

3.2 Voting Rights. Each of the five (5) Lots has one vote in the Association, exercised as provided in the Bylaws.

3.3 Board Composition During Period of Declarant's Control. During the Period of Declarant's Control, the Board shall be composed as provided in the Bylaws and the Act.

3.4 Bylaws. Nothing in the Bylaws shall substantially alter, amend, or impair the rights and obligations of Owners set forth in this Declaration.

ARTICLE 4 – FEES, FINES, AND ASSESSMENTS

4.1 Assessments. The making and collection of Common Assessments by the Association from Owners for their share of Common Expenses (principally, maintenance and repair of the Private Road, maintenance of the City Frontage Area under the agreement described in Section 5.5, and related insurance and reserves) shall be pursuant to the Bylaws and the following provisions:

(a) Declarant, for each Lot owned by Declarant that is not an Exempt Lot, and each other Owner, by becoming an Owner, is deemed to covenant and agree to pay Assessments to the Association. Each Lot (except Exempt Lots) is liable for an equal share of the Association's Common Expenses. Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Board, and are levied against each Lot in equal shares, payable in installments as the Board determines.

(b) Assessments not paid when due are delinquent and bear interest and late fees as permitted by the Act.

(c) There is a lien on each Lot for all unpaid Common Assessments, together with late fees, interest, and costs (including attorney fees), charged pursuant to this Declaration and the Act. The Association may sue the responsible Owner personally, and/or foreclose the lien in the manner provided by Utah law. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to [Trustee Name], with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration. The Association may substitute the trustee and appoint a successor trustee as provided by statute. The Association's lien has the priority provided by the Act. An Owner may demand judicial foreclosure in lieu of nonjudicial foreclosure to the extent permitted by law. In any action to collect or foreclose unpaid assessments, the Association may seek appointment of a receiver as permitted by law.

(d) The lien for unpaid assessments is not impaired by sale or transfer of a Lot, except as the Act provides regarding foreclosure by a First Mortgagee.

(e) "Exempt Lot" means a Lot owned by Declarant until the earlier of: (i) sale of the Lot to a third-party purchaser intending residential occupancy; or (ii) twelve (12) months after issuance of a certificate of occupancy for a Residence on the Lot. Exempt Lots are not subject to Common Assessments until they lose that status.

4.2 Reserve Funds and Reserve Study. The Board shall maintain reserve funds and conduct reserve studies as required by the Act, principally to fund the periodic repair, resurfacing, and replacement of the Private Road.

4.3 Fines. The Association may impose fines for violation of the Covenants, the Bylaws, or the Rules and Regulations, subject to the notice, cure, and hearing requirements of the Act.

ARTICLE 5 – PRIVATE ROAD, COMMON AREA, AND CITY FRONTAGE MAINTENANCE

5.1 Identification. The Common Area consists of the Private Road shown on the Plat Map, together with any other area the Plat Map designates as common or open space and conveys to the Association in fee. The City Frontage Area is separately defined above and is not Common Area; the City, not the Association, owns it. There are no limited common areas unless the Plat Map expressly designates an area for the exclusive use of fewer than all Lots.

5.2 Maintenance. The Association shall maintain, repair, and, as needed, resurface and replace the Private Road, including snow removal on the Private Road. Until Declarant conveys the Private Road to the Association under Section 5.4, Declarant shall maintain it at Declarant's expense. Each Owner is solely responsible, at the Owner's own expense, for maintaining everything located within the boundaries of the Owner's own Lot, including the Residence, driveway, landscaping, fencing, and all other Improvements; the Association has no obligation to maintain, repair, or insure anything located within a Lot.

5.3 Limitations on Use. The Board may adopt Rules and Regulations governing use of the Private Road, including reasonable speed limits, weight limits, and restrictions on parking or storage that would obstruct the

Private Road or emergency access. No Owner may obstruct, permanently occupy, or alter any Common Area without the Board's prior written consent.

5.4 Conveyance of Common Area. Declarant shall convey fee title to the Private Road to the Association by recorded deed before the Association is required to maintain it and, in all events, no later than the end of the Period of Declarant's Control, free and clear of all liens and monetary encumbrances and subject only to the easements and matters shown on the Plat Map and easements of record, with all real property taxes and assessments paid current through the date of conveyance. The Association shall accept the conveyance. The City Frontage Area is not conveyed to the Association under this Section or otherwise, since the City retains ownership of it.

5.5 City Frontage Maintenance Agreement. The Association shall maintain the landscaping within the City Frontage Area under a maintenance agreement between the Association and the City [reference agreement date/recording information once available]. That agreement, not this Declaration, governs the scope of the Association's maintenance obligations, the term and termination of the arrangement, and any right of the City to enter, inspect, or reclaim the area for right-of-way or utility purposes. Nothing in this Declaration shall be construed to give the Association or any Owner an ownership or easement interest in the City Frontage Area. The cost of maintaining the City Frontage Area is a Common Expense funded through Assessments under Article 4.

ARTICLE 6 – PROPERTY RIGHTS, LIMITATIONS, AND USE RESTRICTIONS

6.1 Residential Use and Occupancy. Each Lot, and all Improvements thereon, shall be used only for residential purposes. No Lot shall be used, occupied, or altered in violation of law, so as to create a nuisance, interfere with any Owner's rights, or increase the cost of insurance for the Project.

6.2 No Further Subdivision. No Lot shall be further subdivided, and no conveyance of less than an entire Lot shall be permitted, without prior written Board approval.

6.3 Nuisance. No Owner, or guest or invitee of an Owner, shall use a Lot in a manner that constitutes a nuisance or unreasonably interferes with another Owner's use and enjoyment of a Lot. No rubbish or debris shall be permitted to accumulate so as to become unsightly or cause offensive odors, and no unreasonably loud or disruptive noise is permitted.

6.4 Private Road Access. Each Owner has a nonexclusive, perpetual easement of ingress and egress over the Private Road, appurtenant to and running with the Owner's Lot, for the Owner and the Owner's guests, invitees, and service providers. This easement is subject to the Rules and Regulations adopted under Section 5.3.

6.5 Declarant Exemption. Notwithstanding any other provision of this Declaration, Declarant may use any Lot it owns, and during the Period of Declarant's Control may use the Project, for any purpose consistent with or intended to facilitate improvement and sale of Declarant-owned Lots, including maintaining temporary structures, a sales office or model home, and reasonable signs, which Declarant may relocate from time to time.

ARTICLE 7 – MAINTENANCE AND OTHER OBLIGATIONS

7.1 Owner's Compliance. Each Owner shall fully comply with, and shall cause the Owner's guests and invitees to comply with, the Covenants, the Bylaws, and the Rules and Regulations.

7.2 Maintenance by Owner. Each Owner shall maintain the Owner's Lot, Residence, and other Improvements in good repair and in a clean, safe, and functional condition, at the Owner's expense and without any setoff right. As stated in Section 5.2, the Association's maintenance obligations are limited to the Private Road and, under the agreement described in Section 5.5, the City Frontage Area; the Association has no obligation to maintain any portion of a Lot.

ARTICLE 8 – DECLARANT RIGHTS AND CONTROL

8.1 Administrative Control. During the Period of Declarant's Control, neither the Board nor the Association shall take action requiring a Member vote without Declarant's prior written approval.

8.2 Assignability. Declarant may assign its rights under this Declaration, in whole or part, by recorded instrument; the assignee is thereafter deemed the Declarant to the extent of the rights assigned.

8.3 Transition of Control. Declarant shall transfer control of the Association and deliver all Association funds, records, and other items required by the Act, within the time and in the manner the Act requires.

ARTICLE 9 – INSURANCE

9.1 Insurance. The Association shall obtain and maintain the insurance required by the Act covering the Private Road, and shall maintain the liability coverage (including any additional-insured or indemnification obligations) required under the maintenance agreement described in Section 5.5 with respect to the Association's activities on the City Frontage Area. Each Owner shall maintain a homeowner's policy on the Owner's Residence and other Improvements as required by the Act and the Bylaws.

ARTICLE 10 – DURATION AND AMENDMENT

10.1 Duration. This Declaration is effective from the date it is recorded in Utah County and, as amended, shall continue to encumber the Property and run with the land for as long as the law allows, unless amended or terminated as provided herein.

10.2 Amendment. This Declaration may be amended as provided in the Act. No amendment is effective until recorded in Utah County.

10.3 Termination. This Declaration may be terminated as provided in the Act.

10.4 Prohibited Provisions. No amendment may include a provision that the Act prohibits a declaration from containing; this Declaration shall be construed to omit any such provision even if inadvertently included.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this ____ day of _____, 20__.

DECLARANT

[Declarant Name]

By: _____

Name: _____

Title: _____

STATE OF UTAH)

) ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____ as the _____ of [Declarant Name].

Notary Public

My Commission Expires: _____

EXHIBIT A

(Property Description)

[Insert full metes-and-bounds or lot-and-plat legal description of the Property, as prepared by the Project surveyor and confirmed against the recorded Plat Map.]

EXHIBIT B

(Plat Map)

[Attach a copy of the recorded Plat Map for Alpine Property, current as of the date of this Declaration, along with the civil engineering exhibit depicting the underground power relocation along Healey Blvd.]

EXHIBIT C

BYLAWS OF ALPINE PROPERTY HOMEOWNERS ASSOCIATION

These Bylaws govern the internal administration of the Association. Capitalized terms have the meaning given in the Declaration and the Act. These Bylaws bind the Association and all Owners; acquiring a Lot is acknowledgment that the Owner agrees to comply with these Bylaws, as amended.

1. MEMBER MEETINGS

1.1 Annual Meeting. The Association shall hold an annual meeting at the date, time, and place the Board sets. Notice, quorum, and voting shall be as provided in the Act.

1.2 Special Meetings. A special meeting may be called, and shall be noticed and conducted, as provided in the Act.

1.3 Conduct of Meetings. The President shall preside over meetings of the Association; the Secretary shall record the minutes.

2. BOARD OF DIRECTORS

2.1 Number and Term. The Board shall consist of three Directors. After the Period of Declarant's Control, Directors shall serve two-year terms and shall be elected, removed, and replaced as provided in the Act.

2.2 Vacancies. A Director vacancy other than by removal shall be filled as provided in the Act.

2.3 Board Meetings. Notice, quorum, and action of the Board shall be as provided in the Act.

2.4 Powers and Duties. The Board shall manage the affairs of the Association and has all powers and duties granted by the Governing Documents and the Act, including entering contracts for maintenance of the Private Road and entering or renewing the City maintenance agreement for the City Frontage Area.

2.5 Compensation. Directors shall not be compensated but may be reimbursed for actual expenses of service.

2.6 Limitation of Liability. A Director is not liable to the Association or an Owner for an act or omission in good faith on behalf of the Association, except for willful misconduct or criminal conduct, and shall be indemnified by the Association to the extent provided by the Utah Revised Nonprofit Corporation Act.

3. OFFICERS

3.1 Offices. The officers of the Association are a President, Vice President, Secretary, and Treasurer, elected by the Board from among the Directors for a one-year term.

3.2 Duties. The President is the Association's chief executive officer and presides at meetings of the Association and the Board. The Vice President acts for the President when the President is absent or unable to act. The Secretary keeps the minutes and records of the Association. The Treasurer oversees the Association's finances. The Board may further define officer duties consistent with the Act.

3.3 Compensation. Officers shall not be compensated but may be reimbursed for actual expenses of service.

4. NOTICE

4.1 Notice under these Bylaws, the Declaration, or the Act shall be given in the manner, and is effective at the time, the Act provides.

5. FINANCES

5.1 Fiscal Year. The Association's fiscal year is the calendar year.

5.2 Records. Association financial records shall be maintained and made available as required by the Act.

6. AMENDMENT

6.1 These Bylaws may be amended as provided in the Act. No amendment is effective until recorded in Utah County.

7. MISCELLANEOUS

7.1 Conflicts. These Bylaws are subordinate to the Act, the Utah Revised Nonprofit Corporation Act, the Declaration, and the Plat Map, and are superior to the Rules and Regulations.

7.2 Severability. If a court holds a provision of these Bylaws invalid, the remaining provisions remain in full force and effect.

7.3 Waiver. Failure to enforce a provision of these Bylaws is not a waiver of the right to enforce it later.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Commercial Site Plan – Alpine Fitness

FOR CONSIDERATION ON: September 22, 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review proposed update to Alpine Fitness Commercial Site Plan

BACKGROUND INFORMATION:

Paul Anderson, owner of Alpine Fitness on 235 S Main St, is requesting an update to his commercial site plan. Originally a pergola was approved as part of the landscape plan with the site plan for the new gym building. Mr. Anderson is now requesting that the pergola be replaced by an enclosed 8'6"x 30'4" building to complement the activities of the gym. He is hoping to place a warm area for hot yoga or other activities plus a small storage area. The Planning Commission (PC) and City Council are required to review any commercial site plan and any new commercial building (*DCA 3.07.080(2)*).

The update to the commercial site plan for Alpine Fitness has been reviewed against 3.07 of DCA and other parts of Alpine Development Code to verify code compliance. Following is an analysis of such:

- The applicant is proposing a wood-looking metal material to cover the building, which meets the requirements of the Gateway/Historic Design Guidelines based on the line that "*Innovative use of other materials that mimic the primary exterior materials listed may be considered*" (pg. 5).
- The new accessory building is about 250 sq ft which, with the original 9380 sq ft of the gym, puts the site at about 9630 sq ft. The parking lot has 41 stalls with two ADA and therefore still meets the requirements with the new building.
- The new building also meets the setback exception laid out in *3.07.080(12) Special Provisions* and therefore meets setback requirements.
- DCA 3.07.080(8) requires that "*The landscaped area shall be not less than twenty (20) percent of the total area of the site.*" The applicant has proposed landscaping on the roof of the building to continue to meet the 20% landscaping requirement for commercial properties. Roof landscaping isn't specifically discussed in *3.13 Landscaping Standards and Requirements* but the definition of Total Landscaped Area is the following:
 - **Total Landscaped Area:** Improved areas of the property that incorporates all the completed features of the landscape. The landscape area does not

include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

Because the definition says that “footprints of buildings or structures” does not count towards total landscaped area, Staff would opine that green roofs would not be included in the 20% landscape requirement. City Council should determine if they feel that roof landscaping satisfies the code requirement of 20% site coverage in the BC zone, or if there would have to be a text amendment to landscaping requirements in order to allow such a position.

Planning Commission Motion:

MOTION: Planning Commissioner Troy Slade moved to recommend Denial of the changes to the Alpine Fitness commercial site as proposed. based on the following:

1. Does not fit the current city code for landscaping

John MacKay seconded the motion. There were 6 Ayes and 0 Nays. The motion passed unanimously.

Ayes

Nays

John MacKay
Michelle Schirmer
Troy Slade
Jeff Davis
Greg Butterfield
Susan Whittenburg

STAFF RECOMMENDATION:

Staff recommends that the City Council evaluate the update to the Alpine Fitness Commercial Site Plan and determine if it meets all code requirements. If found to meet requirements, it is suggested that the City Council allow the new structure.

Motion to Approve:

I move to approve the changes to the Alpine Fitness Commercial Site Plan as proposed.

Motion to Approve with Conditions:

I move to approve the changes to the Alpine Fitness Commercial Site Plan as proposed, subject to the following conditions:

*Insert Proposed Conditions

Motion to Table:

I move to table consideration of the changes to the Alpine Fitness Commercial Site Plan as proposed to a future meeting in order to allow additional time for revisions and/or additional information, including:

*Insert additional information needed.

Motion to Deny:

I move to deny the changes to the Alpine Fitness Commercial Site Plan as proposed based on the following findings:

*Insert findings

Alpine Fitness Accessory Building

235 S Main St

Alpine, UT

<u>GENERAL PROJECT INFO</u>	
PROJECT ADDRESS:	235 S MAIN ST
	ALPINE, UT
SCOPE OF WORK:	NEW CONSTRUCTION
COVERING BUILDING CODES:	2024 IRC & 2024 IBC
STRUCTURAL ENGINEER:	HESTIA STRUCTURAL DESIGN
	(801) 855-6321
	JOLEASE@HESTIASD.COM
SEE DESIGN CRITERIA ON SHEET G1.0 FOR MORE PROJECT INFO	

SHEET INDEX	
COVER	COVER SHEET
G1.0	GENERAL NOTES
SP1.0	SITE PLAN
S1.0	STRUCTURAL PLANS
E1.0	ELEVATIONS

DATE: AUGUST 2026	REVISIONS			
DRAWING NAME: Alpha Fitness Accessory Building	REV.	DATE	BY	COMMENTS
DESIGNED/DRAWN BY: JDM				
CHECKED: JDM				
APPROVED: JDM				

SCALE MEASURES 1" ON FULL SIZE SHEET
ADJUST FOR HALF SIZE SHEET

1" 

COVER SHEET

Alpine Fitness Accessory Building
235 S Main St
Alpine, UT

REVISION:

PROJ. # 2026.016

COVER



801-855-6321
www.hestiasd.com



**HESTIA
STRUCTURAL
DESIGN**

801-855-6321
www.hestiasd.com

GENERAL STRUCTURAL NOTES

Design Criteria:

1.	Building code:	Utah Title 15A
2.	Referenced building code:	2024 IRC & 2024 IBC
3.	Dead loads:	
	a. Roof	=15 psf
	b. Exterior walls	=12 psf
	c. Floor	=12 psf
4.	Live loads:	
	a. Roofs (ordinary construction)	=20 psf
	b. Floor	=40 psf
	c. Deck	=60 psf
5.	Snow load	
	a. Ground snow load	=40 psf
	b. Flat roof snow load	=33.6 psf
6.	Earthquake design data	
	a. Short period acceleration	S _s = 1.5 g, S _{DS} = 1.06 g
	b. Seismic Design Category	D
	c. Seismic force resisting system:	Light-frame wood walls (wood sheathing)
	d. Response Modification Coefficient, R	6.5
7.	Wind design data	
	a. Ultimate design wind speed,	V-Ult= 103 mph
	b. Exposure Category	B
8.	Geotechnical design data	
	Geotechnical Report Unavailable.	
	a. Site class=	D-default
	b. Soil bearing pressure=	2000 psf (per Geotech Report)
	c. Minimum Frost Cover=	30 inches

Hestia Structural Design recommends that a geotechnical study be completed for the site. Hestia Structural Design assumes no responsibility or liability for structural damage or other problems related to soil conditions.

General:

- Construction documents are intended for single use at the address listed. Construction documents, details, or calculations shall not be copied, re-used, or re-produced without the express written consent of Hestia Structural Design.
- Structural drawings and calculations are based on information provided by the client (in writing) and architectural drawings. The Engineer is not responsible for omissions, conflicts, or inaccuracies in architectural plans provided.
- The contractor shall verify all conditions and dimensions prior to fabrication or construction in any area. Do not scale drawings. The Engineer shall be notified of any discrepancies, omissions, or inconsistencies. In case of conflict, follow the most stringent requirements as directed by the Engineer before proceeding with any changes, substitutions, or modifications. Any work completed before receiving a written response shall be at the contractor's risk.
- The general contractor shall review and approve all shop drawings before submitting them to the Engineer. A reviewed copy of all shop drawings shall be kept at the construction site for reference. The shop drawing review is for general conformance to the project drawings only and does not relieve the general contractor of responsibility for completion of the project according to the contract documents.
- The Engineer is not responsible for the design and construction of existing structures, except for modifications that are explicitly designed.
- All details and notes are intended to be typical and shall apply to similar situations elsewhere unless noted or shown otherwise.
- The owner and/ or contractor shall notify the Engineer of Record, before construction, of any conditions or criteria that are different than what is specified on structural drawings or calculations, including but not limited to third party reports or criteria, site conditions, design criteria, and material specifications.
- Structural drawings and specifications represent the finished structure, not the method of construction. The contractor shall be responsible for all measures necessary to protect the structure during construction. These measures include, but are not limited to: bracing, shoring, etc. Bracing and shoring shall remain in place until all permanent members are in place and connections complete. Observation visits to the site by the Engineer or his representatives does not include inspection of these items.
- Any and all structural specifications that are unclear or not understood shall be brought to the attention of the Engineer prior to construction.
- Any changes to the structural design must be made with the approval of the Engineer of Record prior to construction. Notify the Engineer prior to making any changes.
- Approval by building inspectors does not guarantee or imply approval by Engineer.
- Construction materials shall be spread out if placed on framed floor or roofs. Loads shall not exceed the design strength of the construction. Provide adequate shoring or bracing where structure has not attained design strength.

Foundations and Soil:

- Footings and foundations shall be supported by undisturbed natural soil or compacted engineered fill (IRC R403.1). The contractor shall follow all recommendations of the soils report, if available.
- The contractor shall investigate the site during clearing, excavation, or other earthwork operations for filled excavations, buried structures or unnatural soil conditions. If any of these conditions are found, the Architect and Engineer shall be notified immediately.
- The contractor shall provide for proper de-watering of any and all excavations if necessary.
- The contractor shall provide for the design and installation of all shoring and bracing required to safely and adequately retain any excavations.
- The minimum depth of footings below the undisturbed ground surface shall be 30 inches. Foundation walls, piers, and other permanent supports shall be extended below the frost line, except where otherwise protected from frost. (IRC 403.1.4 and IRC 403.1.4.1).
- Backfill shall not be placed against foundation walls until the walls have sufficient strength and have been anchored to the floor above, or has been sufficiently braced to prevent damage by the backfill (IRC R404.1.7).
- Concrete slab-on-ground floor shall be a minimum 3-1/2 inches thick and shall have a 4-inch-thick base course consisting of clean graded sand, gravel, crushed stone, crushed concrete or crushed blast-furnace slag passing a 2-inch sieve placed on the prepared subgrade (IRC R506.1 and R506.2.2) U.N.O.
- Grading shall allow for positive drainage (5 percent minimum) away from the structure, other footings and foundations, drives and sidewalks.
- All fill supporting concrete slabs, footings, or etc. shall be moistened and compacted to at least 95 percent of the maximum dry density as determined by ASTM D-1557 (Modified Proctor) or as specified by the Geotechnical Engineer. All other fill shall be compacted to a minimum relative compaction of ninety (90) percent of maximum dry density. An approved testing agency shall perform the compaction testing and submit the results to the Structural Engineer. Sufficient field density tests shall be performed to certify building pads as conforming to these specifications.

Concrete:

- All phases of work pertaining to concrete construction shall conform to the 'Building Code Requirements for Reinforced Concrete' (ACI 318) and the 'Specifications for Structural Concrete for Buildings' (ACI 301) latest approved editions, with modifications as noted in the drawings or specifications.
- Reinforcement shall be secured in the proper location in the forms with tie wire or other bar support system to prevent displacement during the concrete placement operation.
- Vertical and horizontal wall reinforcement shall be the longest lengths practical. Where splices are necessary in reinforcement, the length of the lap splice shall be in accordance with Table R608.5.4(1) and Figure R608.5.4(1) (IRC R404.1.3.3.7.5).
- All concrete shall be thoroughly cured according to ACI recommendations. Follow ACI 306R "Cold Weather Concreting" and ACI 305R "Hot Weather Concreting" for all concrete and masonry work when required by current weather conditions.
- Forms shall provide sufficient strength to contain concrete during the concrete placement operation (IRC R404.1.3.3.6).
- Lintels shall be provided over all openings equal to or greater than 2 feet in width. (IRC 608.8.2).
- Pipes and conduits that run through concrete walls, foundations, or footings shall be approved by the Engineer.
- Hole drilling and epoxying of post-installed anchoring or reinforcement shall conform to manufacturer's requirements of training, cleaning, installation, and inspection.
- Clear coverage of concrete over outer reinforcement bars shall be as follows (U.N.O.).
 - cast against and permanently in contact with ground - 3 in.
 - exposed to weather or in contact with ground
 - No. 6 through No. 18 - 2 in.
 - No. 5 and smaller - 1-1/2 in.
 - Not exposed to weather or in contact with ground.
 - slabs, joints, and walls
 - No. 11 and smaller - 3/4 in.
 - Beams, Columns, pedestals and tension ties
 - primary reinforcement, stirrups, ties, spirals and hoops - 1-1/2 in.
- Concrete mixes shall be designed by a qualified testing laboratory.

Type	F _c psi	Max W/C Ratio	Air Content (%)	Exposure Classes F S C
Footings	3,000	0.5	--	F0 S0 C0
Foundations	4,000	0.5	5	F1 S0 C0
Int Flatwork	4,000	0.45	3	F0 S0 C0
Ext Flatwork	5,000	0.4	6	F2 S0 C2

 - All concrete shall contain Portland Cement in accordance with ASTM C150
 - Type I or II for Exposure class S0.
 - Type II or V for Exposure class S1.
 - Type V plus pozzolan or slag cement for Exposure class S2.
 - Calcium chloride shall not be used.

Reinforcing Steel:

- All reinforcing steel shall be detailed and placed in conformance with the "Building Code Requirements for Reinforce Concrete" (ACI 318) and "The Manual of Standard Practice For Reinforced Concrete Construction" by the CRSI and the WCRSI, as modified by the project drawings and specifications.
- All steel reinforcement shall conform to ASTM A615 Grade 60 with minimum yield strength of 60,000 psi. All reinforcing that is to be welded shall be ASTM A706 Grade 60 deformed weld-able bar.
- All reinforcing bars shall be free of rust, scale, grease, form oil, or other material that might affect or impair bond.
- Splices of reinforcing bar, if required, shall be avoided at points of maximum stress. See the lap splice schedule for minimum lap lengths. Splices shall be made in a region of compression, unless shown otherwise.
- Reinforcing bars shall neither be welded nor bent by heating. Where inserts require welding to plates, angles of the like, ASTM A706 deformed weld-able bars shall be used.
- All 90 degree hooks in reinforcing bars shall be bent with an inside diameter of 6 bar diameters for No. 3 through No. 8 bars. Extend bars 12 bar diameters beyond bend. All 180 degree hooks in reinforcing bars shall be bent with an inside diameter of 6 bar diameters for No. 3 through No. 8. Extend bars a minimum of 4 diameters, or 2-1/2 in. beyond bend.
- Dowels between footings and walls or columns shall be the same grade, size, and spacing or number as the vertical reinforcing, respectively, U.N.O.
- Where concrete girths, beams, or walls are continuous around a corner, add corner bars to lap from each direction. Reinforcing bars in the interior faces shall extend to within 2 in. or the outer face and shall terminate in a standard hook or bend.
- Reinforcing around openings in concrete walls, unless noted otherwise and in addition to the regular wall reinforcement: at least one #4 horizontal bar for each 5 in. of wall thickness or fraction thereof with a minimum of (2) #4 placed 2" above the head of the opening that extend 24" beyond the corners of the opening. The minimum depth of wall (in inches) over the opening shall be 1/2 times the span of the opening (in feet) or 12", whichever is greater. At the sides and across the bottom of the opening, add (2) #4 bars that extend 24" beyond the corners of the opening.

Wood and Framing:

- Wood materials used for the structure shall be marked or identified by the provider with their grade and/ or material properties.
- All phases of work pertaining to wood framing or wood construction shall conform to the requirements listed in Chapter 6 of the IRC.
- Joists shall be supported laterally at the ends by full-depth solid blocking not less than 2 inches nominal in thickness; or by attachment to a full-depth header, band or rim joist, or to an adjoining stud or shall be otherwise provided with lateral support to prevent rotation.
- Trusses, structural composite lumber, structural glued-laminated members and I-joists shall be supported laterally as required by the manufacturer's recommendations.
- All wood beams, joists and columns shall be #2 Douglas-Fir Larch grade lumber or better (U.N.O.) having a minimum allowable base bending stress of 900 psi.
- All wall studs shall be Douglas-Fir Larch Stud grade lumber or better (U.N.O.).
- Isolated posts shall bear on footings in accordance with structural details and shall be restrained to prevent lateral displacement at the bottom support. Such lateral restraint shall be provided by manufactured connectors installed in accordance with manufacturers' instructions.
- Wood stud walls shall be capped with a double top plate installed to provide overlapping at corners and intersections with bearing partitions. End joints in top plates shall be offset not less than 24 inches. Joints in plates need not occur over studs. Plates shall be not less than 2-inches nominal thickness and have a width not less than the width of the studs.
- Structural Composite Lumber shall have the following minimum design values:

Material	Modulus	F _b (psi)
LSL	1.3 E	1700
LSL	1.7 E	2600
LVL	2.0 E	2600
PSL	2.0 E	2900
- Glue laminated structural members shall conform to the standards of section R602.1.3 of the International Residential Code. All Glue Laminated timber members shall be combination of 24F-V4 DF/DF when used as simple span. Type 24F-V8 DF/DF shall be used at cantilevers, or when beams are continuous over supports as noted. When exposed to weather or moisture, members shall be pressure treated or manufactured with wood of natural resistance to decay as per section R317.1 of the IRC.
- Studs shall have full bearing on a nominal 2x or larger plate or sill having a width not less than the width of the studs.
- Interior load-bearing walls shall be constructed, framed and fire-blocked as specified for exterior walls.
- All posts shall extend down through the entire structure to the foundation and shall be laterally supported at all floor levels; install squash blocking at rim joist under all posts, trimmers, and columns.
- Wall studs shall not be spliced vertically and shall be continuous from bottom plate to double top plate except where interrupted by a header, beam, truss, or joist.
- No less than three studs shall be installed at corners of exterior walls.
- Trimmers, king studs, posts, and columns shall be the same size lumber as the wall studs U.N.O.
- Columns, posts, and trimmers shall be as wide as the member they support. Girder trusses, beams, and other members shall have full bearing on supports.
- Dimensional lumber joists and rafters shall have 1-1/2 inches of bearing on wood or bear on hanger designed for the load. I-joists and rafters shall have bearing per manufacturer specifications or bear on hangers designed for the load.
- Full height of bearing walls and shear walls shall not be interrupted with ceiling joists or plates. Sheathing shall run continuous from floor sheathing to roof sheathing or from slab to floor framing U.N.O.
- No structural member shall be cut or notched unless shown on structural plans or approved by engineer.
- Hangers, hardware, and connectors shall have all nail/ screw holes filled U.N.O.
- All wood structural panels shall be APA-RATED Exposure 1 panels manufactured in accordance with DOC PS 1 or PS 2, U.N.O.
- All plates or other lumber in contact or within 6 inches of earth shall be Foundation redwood marked or branded by the Redwood Inspection Service or pressure treated (SBX/DOT & Zinc Borate) for moisture protection.
- Fasteners or preservative-treated and fire-retardant-treated wood shall be of hot dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. The coating weight of zinc-coated fasteners shall be in accordance with ASTM A153.
- Nails or other approved sheathing connectors shall be driven flush but shall not break the surface of the sheathing.
- Connect all wood to concrete, wood to steel, and wood to wood (except stud to plate) with Simpson or equivalent connectors, U.N.O. Connectors used in exterior applications shall be galvanized or stainless steel.
- Provide holdowns at each end of shear walls as noted on the drawings.
- Unsupported edges of wall, floor, and roof sheathing shall be blocked as indicated on the plans.
- REQUIRED MINIMUM NAILING SCHEDULE:** (See IBC Table 2304.10.1)

	8d common	2-1/2" x 0.131"	8d box	2-1/2" x 0.113"
10d common	3" x 0.148"		10d box	3" x 0.128"
16d common	3-1/2" x 0.162"		16d box	3-1/2" x 0.135"

Stud to plates	Toe nails (4) 8d common or end nail (2) 16d common
Double Top Plates	Face nail 10d box @ 12" o.c., staggered with (12) 10d box
laps and (3) 10d box at intersections	
Double Studs	Face nail 10d box @ 16" o.c.
Corner Studs or Angles	12" o.c. with 16d box
Joist to sill or girders	toe nail with (3) 8d common
Sole plate to rim board	face nail with 16d box @ 4" o.c.

EXTERIOR WALL FRAMING CHART

FRAMING SPECIFICATION	MAXIMUM STUD HEIGHT
2x4's @ 16" O.C.	9'-6"
2x4's @ 12" O.C.	10'-6"
2x4's @ 8" O.C. or (2) 2x4's @ 16" O.C.	12'-6"
2x6's @ 16" O.C.	15'-0"
2x6's @ 12" O.C.	17'-0"

SHEARWALL STAPLE EQUIVALENCY CHART

COMMON NAILS	16 Ga.	15 Ga.	14 Ga.
8d @ < 3"		Staples Not Allowed	
8d @ 3"	2"	3"	3.5"
8d @ 4"	2.5"	3.5"	4"
8d @ 6"	4"	5"	6"
8d @ 8"	5.5"	6.5"	8"
8d @ 10"	6.5"	8"	10"
8d @ 12"	8"	10"	12"

- Minimum staple penetration into main member is 1"
- Place staples parallel to panel edge.
- Provide 3/8" distance from panel edge to staple.

NAILING EQUIVALENCY CHART

NAIL PENNY WEIGHT	EQUIVALENT SPACING IN INCHES (O.C.)		
	COMMON NAIL	BOX NAIL	16 GAGE STAPLE
6d	4" O.C.	4" O.C.	3 1/2" O.C.
	6" O.C.	6" O.C.	5" O.C.
	8" O.C.	8" O.C.	6 1/2" O.C.
	10" O.C.	10" O.C.	8 1/2" O.C.
	12" O.C.	12" O.C.	10" O.C.
8d	3" O.C.	3" O.C.	2" O.C.
	4" O.C.	4" O.C.	2 1/2" O.C.
	6" O.C.	6" O.C.	4" O.C.
	8" O.C.	8" O.C.	5 1/2" O.C.
	10" O.C.	10" O.C.	6 1/2" O.C.
10d	12" O.C.	12" O.C.	8" O.C.
	4" O.C.	4" O.C.	2" O.C.
	6" O.C.	6" O.C.	3 1/2" O.C.
	8" O.C.	8" O.C.	4 1/2" O.C.
	10" O.C.	10" O.C.	5 1/2" O.C.
	12" O.C.	12" O.C.	6 1/2" O.C.

- Spacing valid for lateral load only, 7/16" structural II plywood or OSB sheathing.
- Staples shall have a minimum crown width of 7/16".
- Fasteners in preservative-treated and fire-retardant-treated wood shall be of hot dipped zinc-coated galvanized steel, silicon bronze or copper.

Trusses:

- Design Criteria
 - Roof Trusses
 - Dead Load Top Chord 10 psf
 - Dead Load Bottom Chord 5 psf
 - Trusses shall be designed for the following load combinations:
 - Full Snow Load - Including drift loads
 - Unbalanced Snow Load Required by ASCE 7
 - Full Wind Load
 - Net Wind Uplift per ASCE 7
- Trusses shall be braced to prevent rotation and provide lateral stability in accordance with the requirements specified in the construction documents for the building and on the individual truss design drawings.
- Truss members and components shall not be cut, notched, spliced or otherwise altered in any way without the approval of the registered design professional.
- Truss design drawings shall be submitted to the Engineer of Record to be verified for general conformance with structural design prior to fabrication and installation. Truss manufacturer is responsible for design and specification of trusses, bracing, and connections.
- Follow Truss Plate Institute BCSI for handling, installing and bracing wood trusses. All truss webs that require permanent lateral bracing by the truss manufacturer also require diagonal bracing. See structural details.

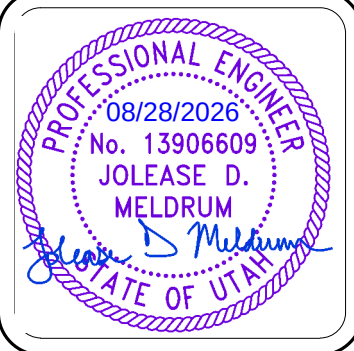
Epoxy Instructions for Anchoring Rebar and Bolts:

- Use epoxy that meets ICC AC308 criteria for cracked concrete, ie. Hilti RE 500 V3, or Simpson Set-XP
- Use cold-weather epoxy (Simpson AT-XP) when installation conditions are outside of temperature settings. Verify temperature ranges with manufacturer.
- Bars must be deformed or threaded for the full embedment depth in epoxy.
- Over-drill bar diameter as recommended by the manufacturer and to depth indicated in the drawings. Maximum hole size is to be no larger than 1/4" larger than bar diameter.
- Remove all dirt, dust, water, and ice by vacuum from the holes. Brush and blow hole with oil-free compressed air twice.
- Clean dirt, rust, and oil from the bars.
- During the epoxy mixing and application process, follow the epoxy manufacturer's instructions exactly.
- Inject the holes drilled for the bars halfway with epoxy and then insert the bars while twisting slightly. Insure that the bar is seated at bottom of hole and that epoxy has flowed from the top of the hole.
- Use an epoxy gel for all horizontal holes or vertical holes filled from the bottom.
- All bars anchored in epoxy are to be special inspected during installation in accordance with the manufacturer's requirements.

Masonry and Stone Veneer:

- Masonry and stone veneer shall be installed over a backing of wood and shall not exceed 4 inches in thickness.
- 2 inch adhered veneer and other thin-cut stone shall be anchored per manufacturer's specifications
- Masonry veneer shall not support any vertical load other than the dead load of the veneer above.

801-855-6321
www.hestiaasd.com



REVISIONS		DATE		BY		COMMENTS	
REV#		DATE		BY		COMMENTS	
1							
2							
3							
4							
5							
6							

DATE: AUGUST 2026	DRAWING NAME: Alpine Fitness Accessory Building
DESIGNED BY: JDM	DRAWN BY: JDM
CHECKED BY: JDM	APPROVED BY: JDM

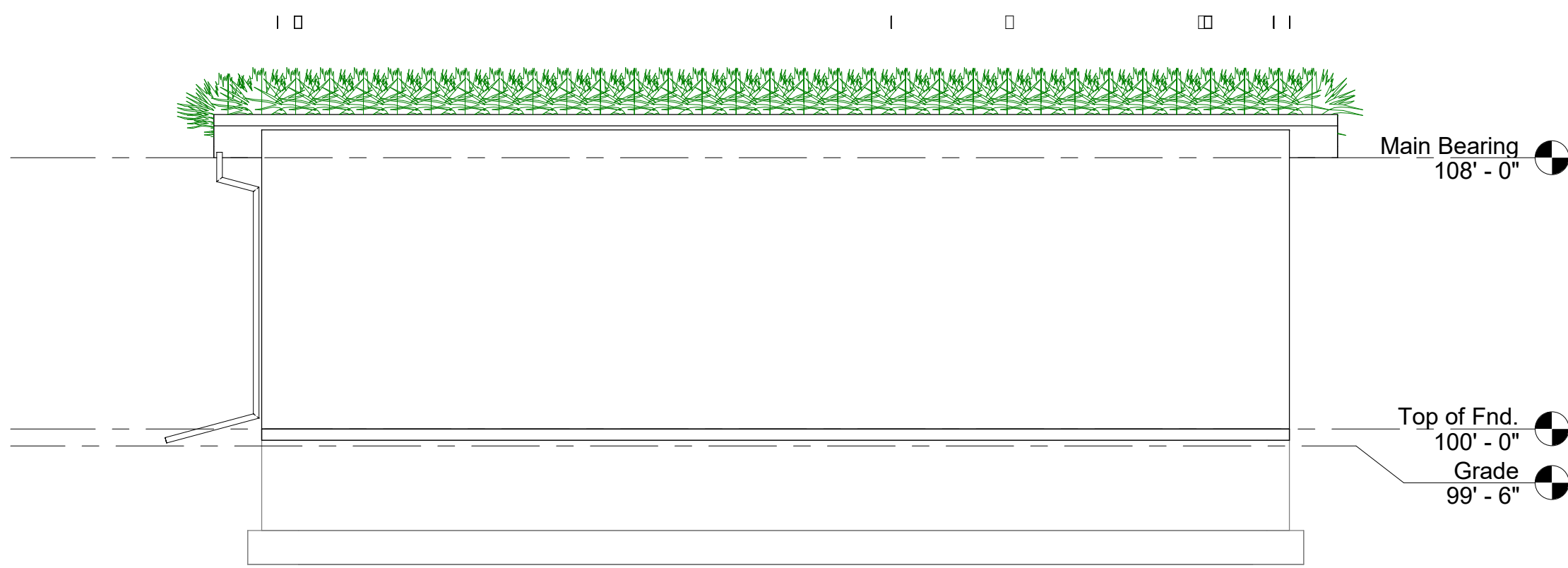
GENERAL NOTES

Alpine Fitness Accessory Building
235 S Main St
Alpine, UT

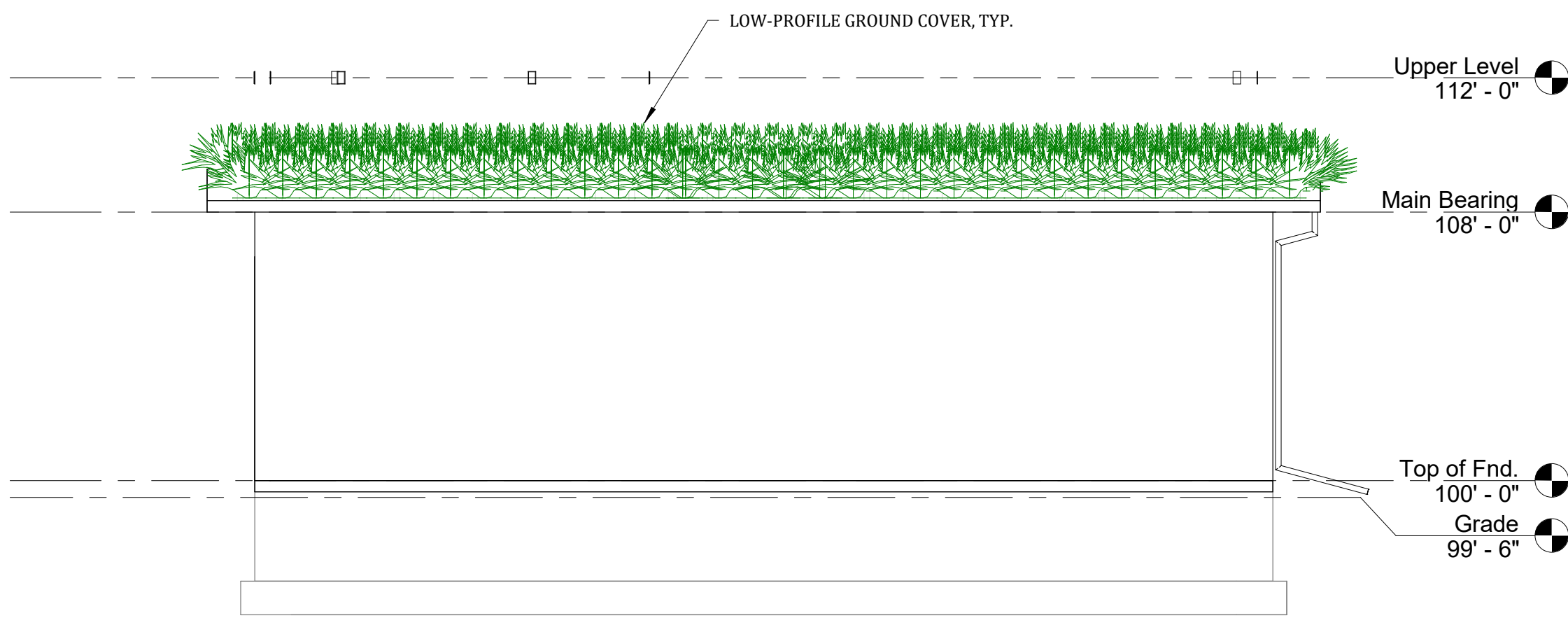
REVISION:

PROJ.# 2026.016

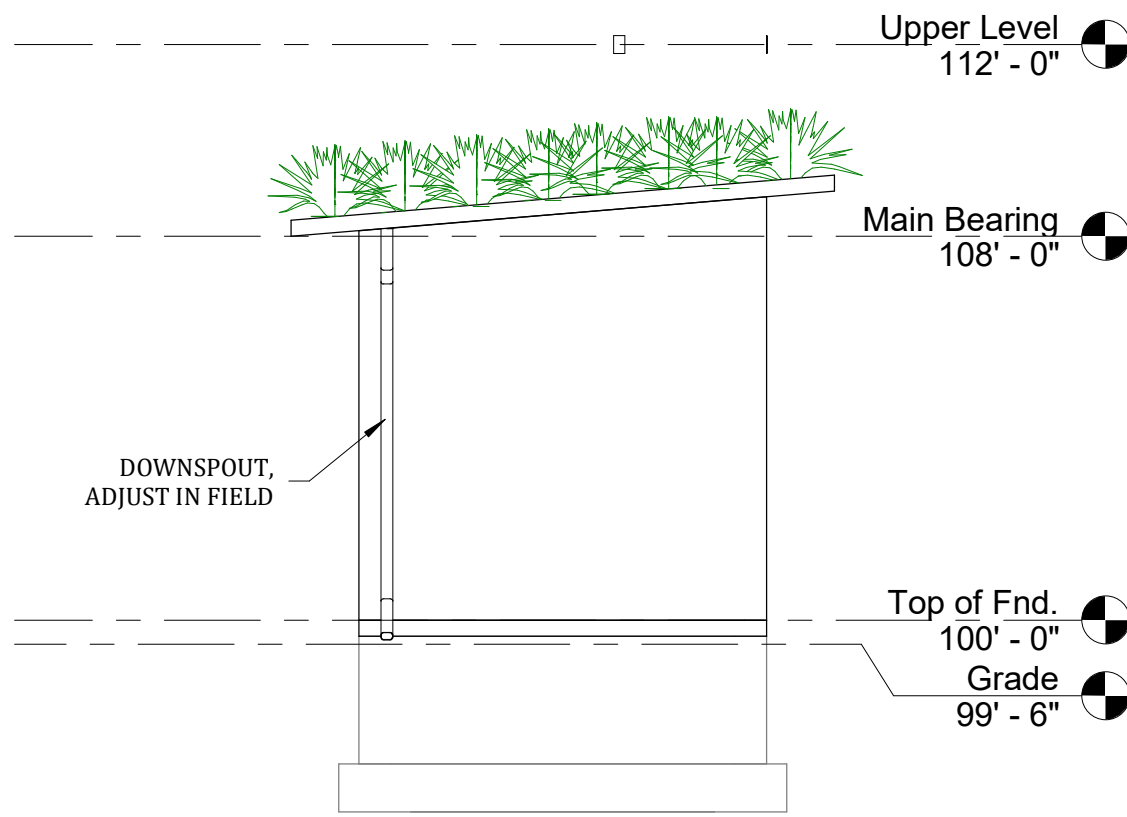
G1.0



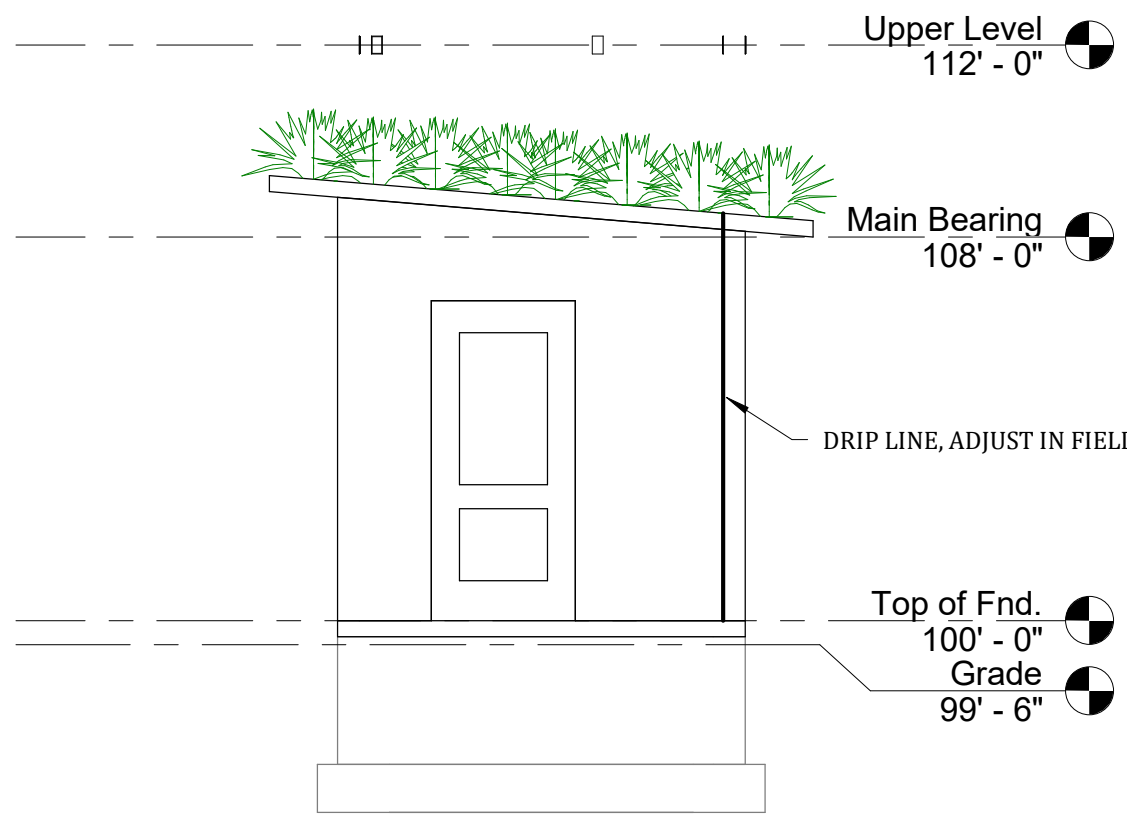
FRONT ELEVATION



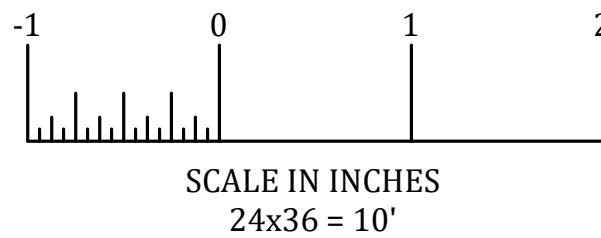
BACK ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



801-855-6321
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HESTIA
STRUCTURAL
DESIGN

08/28/2026
No. 13906609
JOLEASE D. MELDRUM
Professional Engineer
STATE OF UTAH

REV	DATE	BY	COMMENTS

1" SCALE MEASURES 1" ON FULL SIZE SHEET
ADJUST FOR HALF SIZE SHEET

DATE	APPROVED
AUGUST 2026	IDM

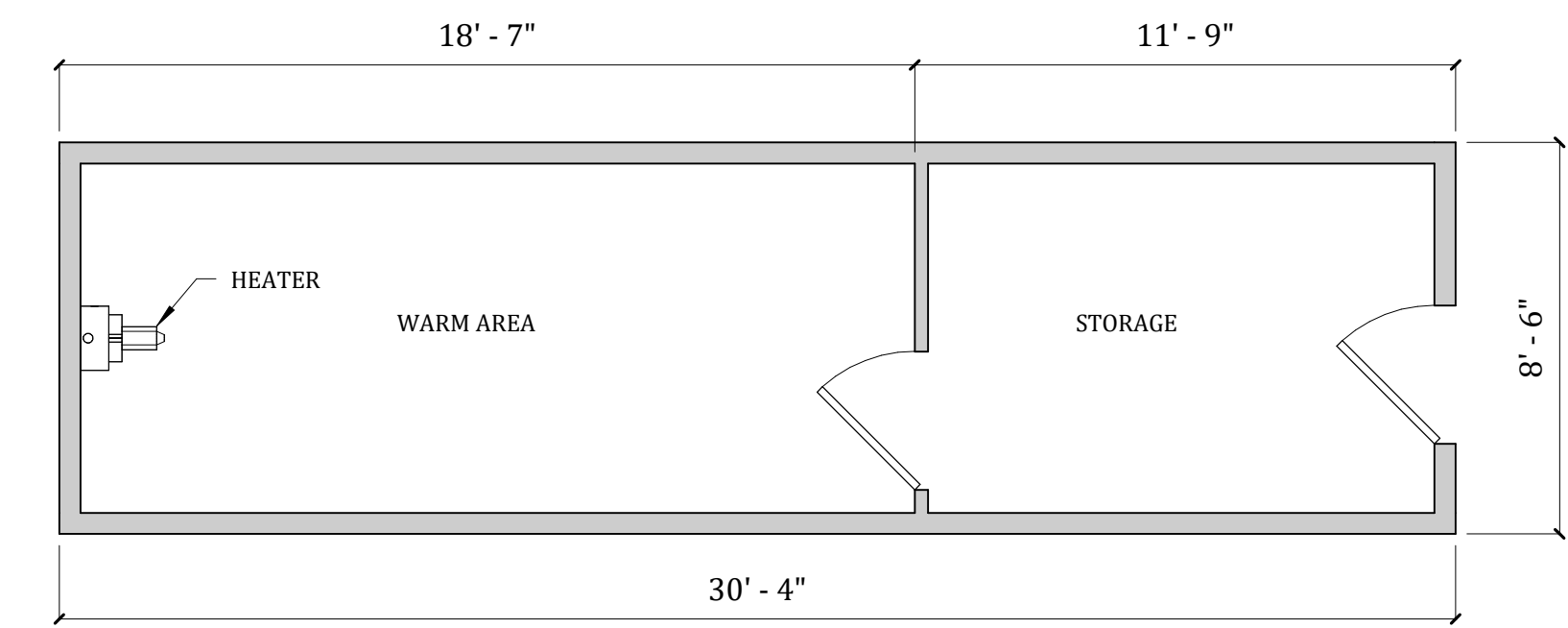
DRAWING NAME:
Alpine Fitness Accessory Building
DESIGNED/DRAWN BY:
IDM

CHECKED:
IDM

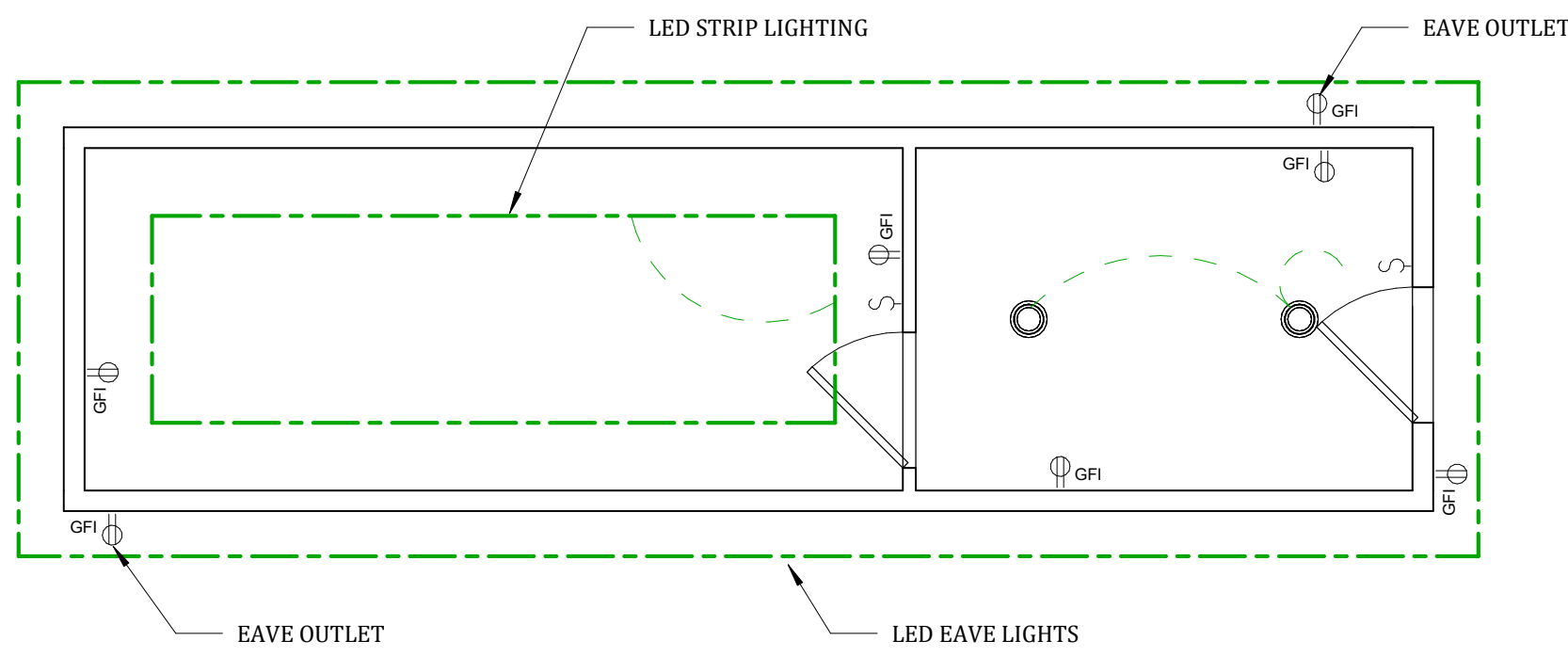
ELEVATIONS
Alpine Fitness Accessory Building
235 S Main St
Alpine, UT

REVISION:
PROJ.# 2026.016

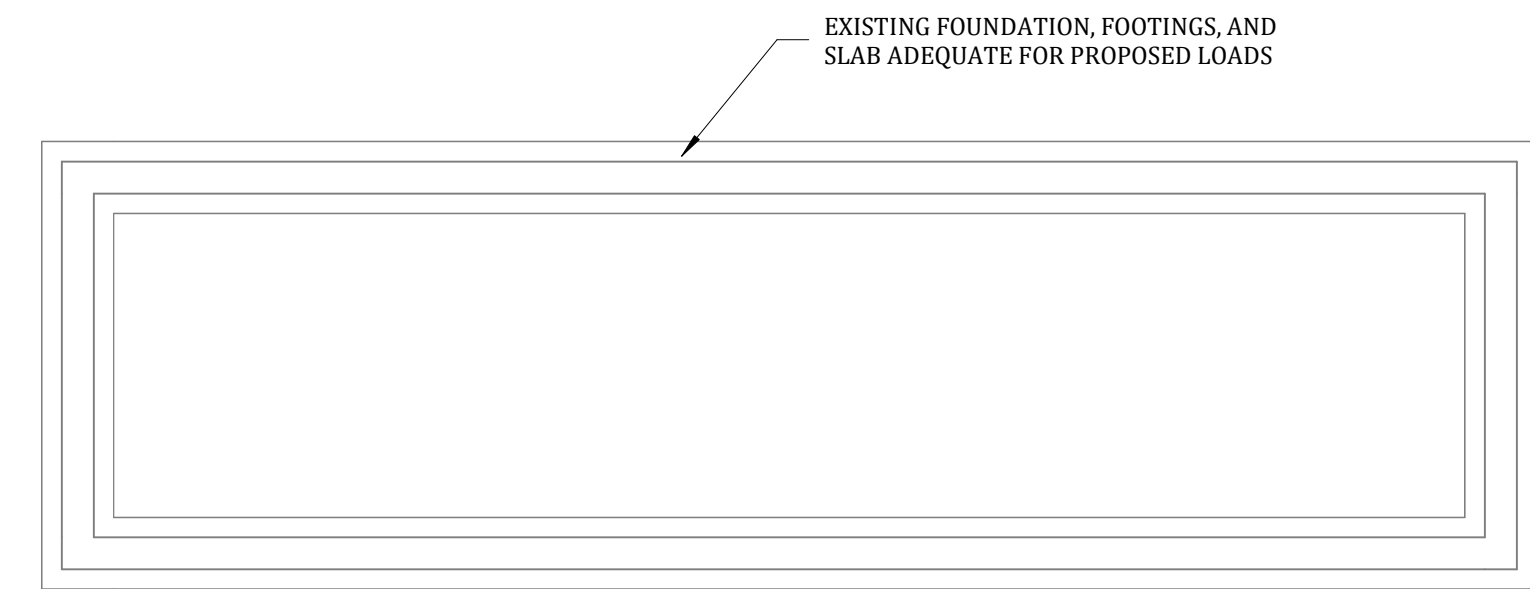
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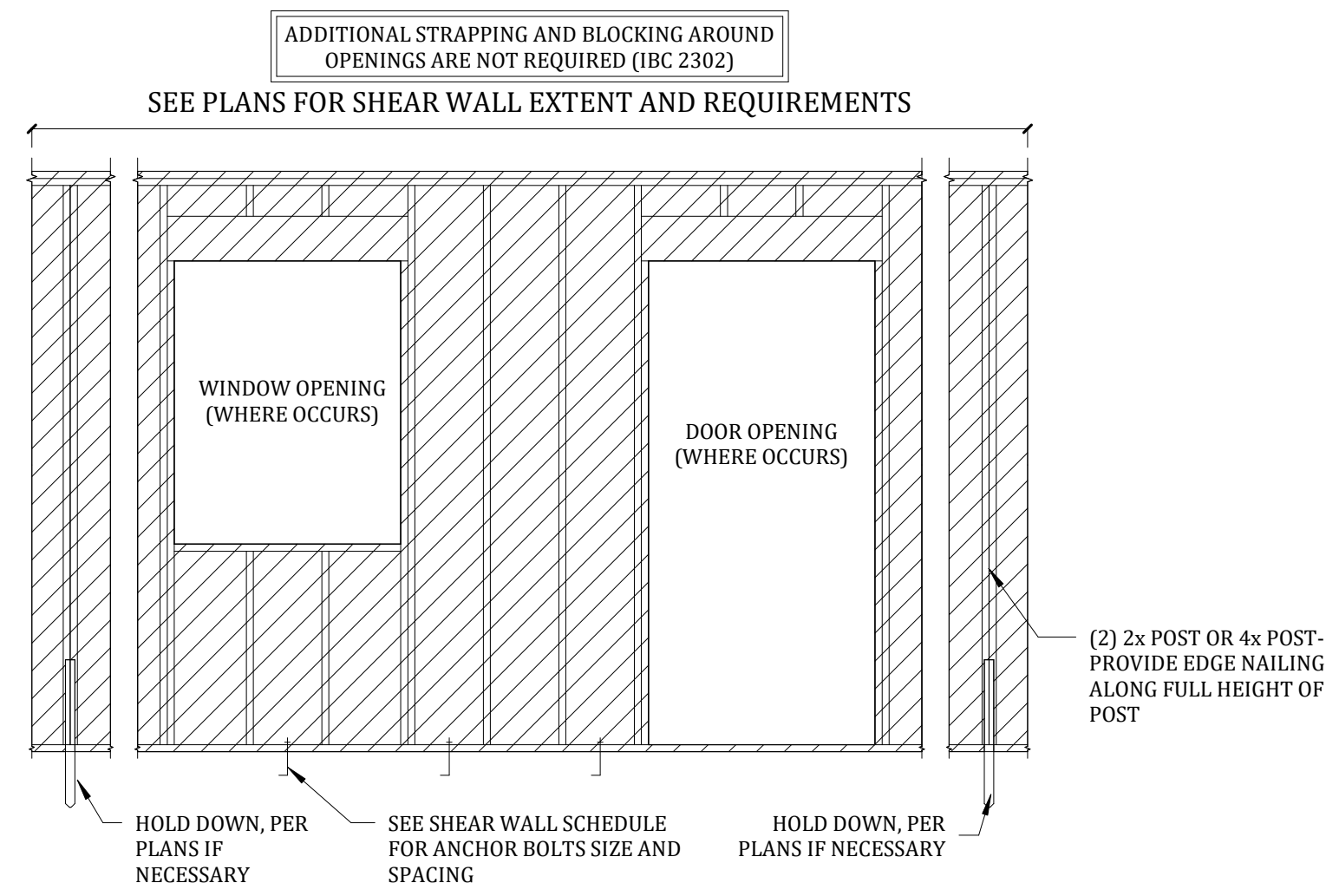
Building Layout



Electrical Plan

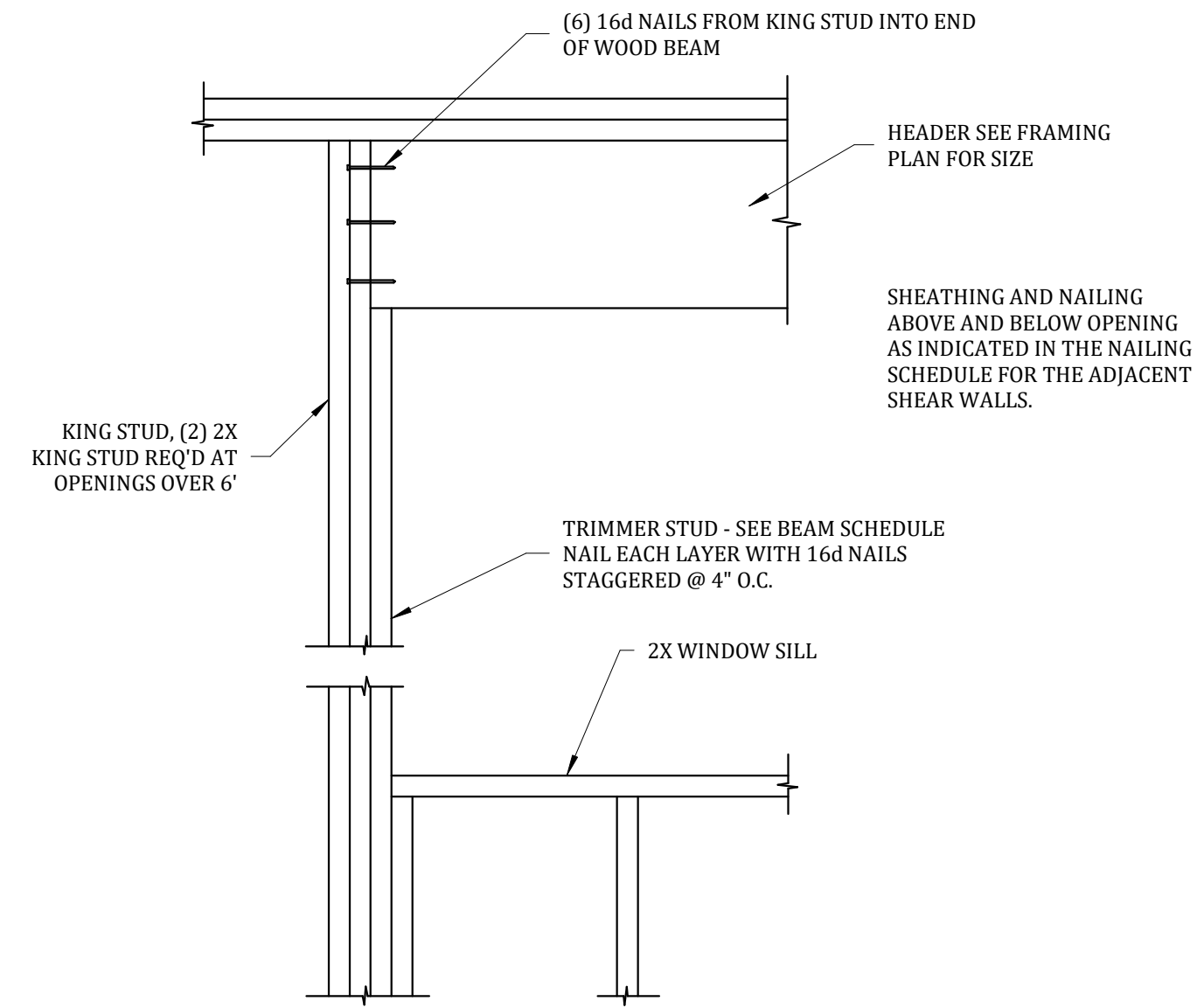


Footing & Foundation Plan

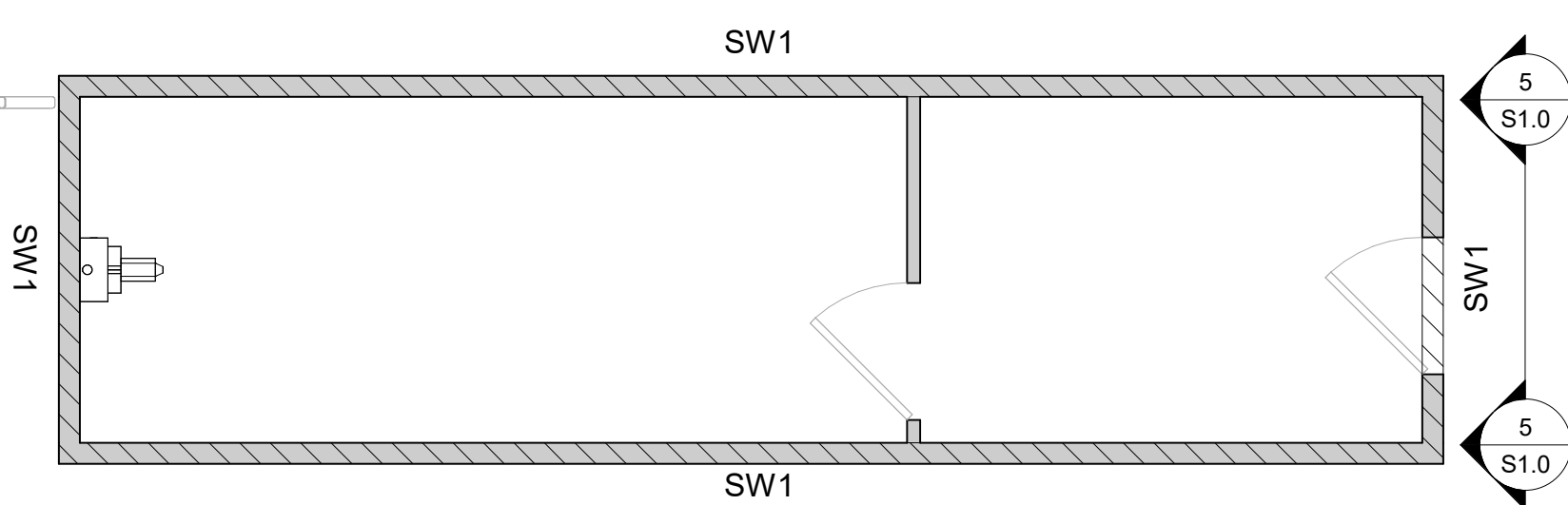
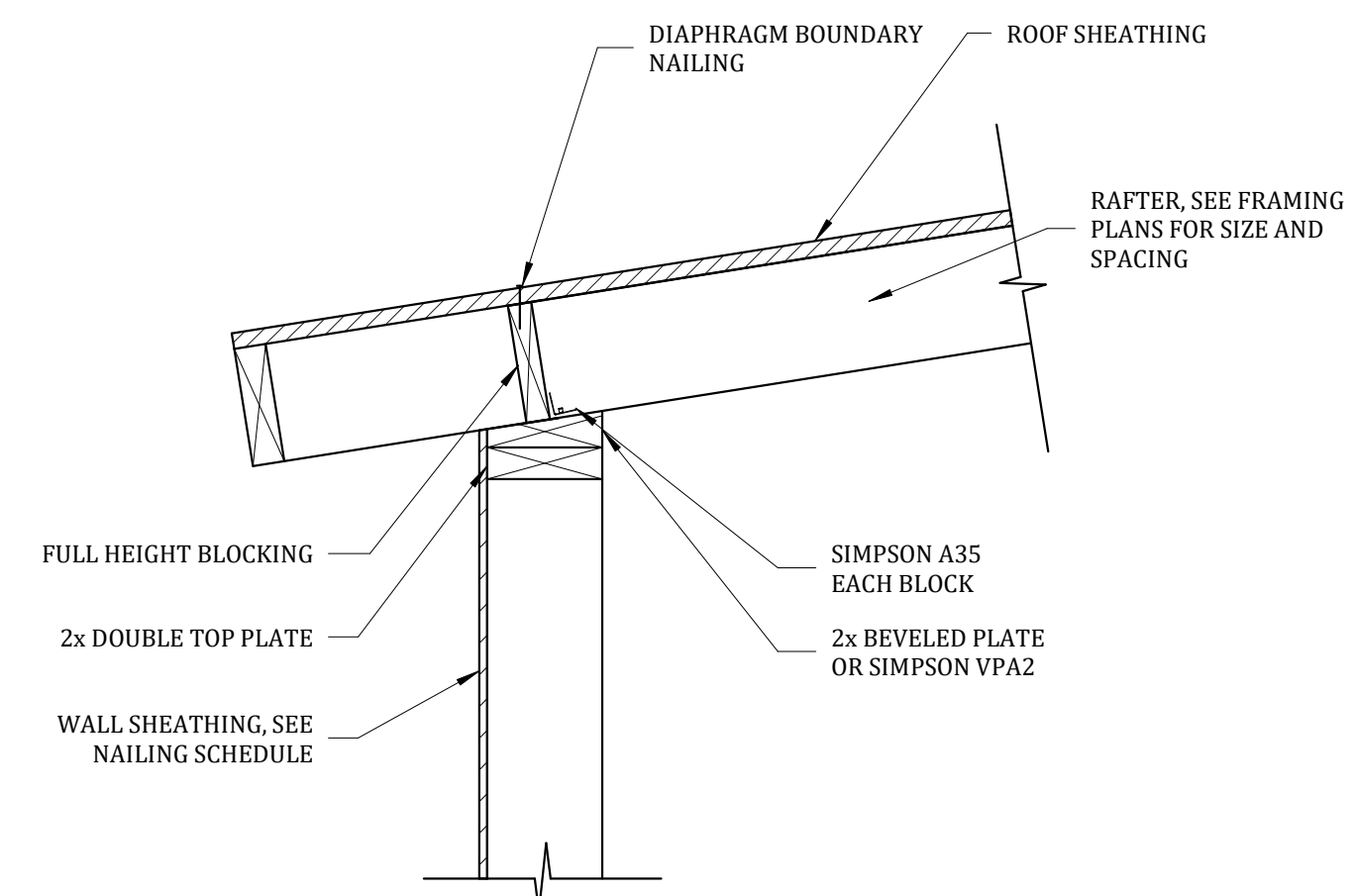


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2



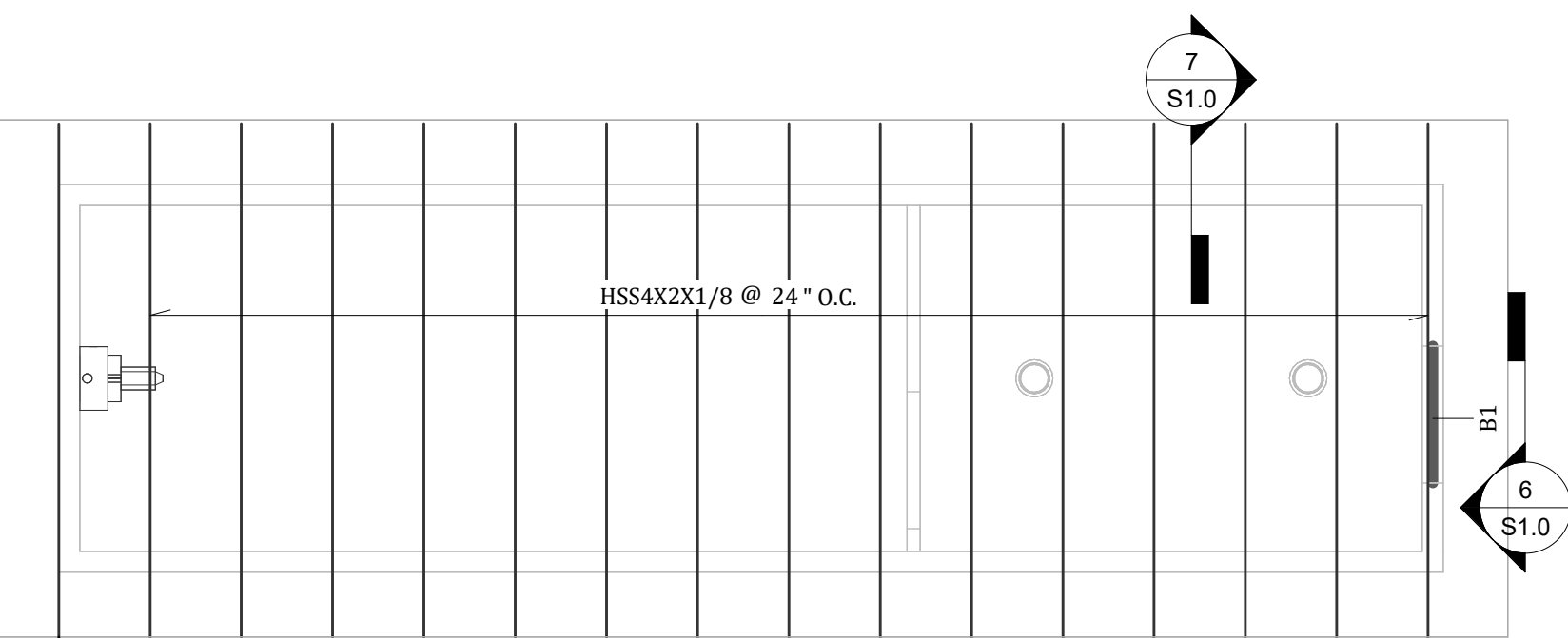
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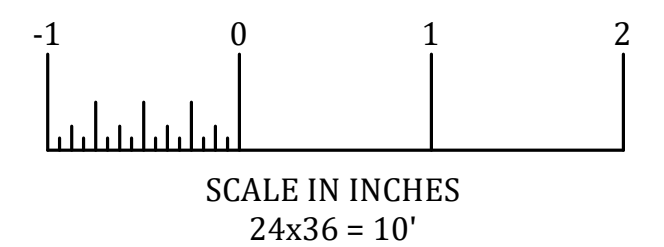
Main Floor Shear Wall Plan

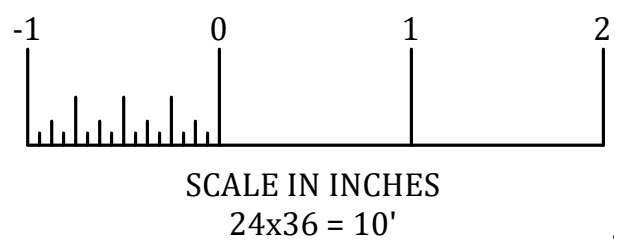
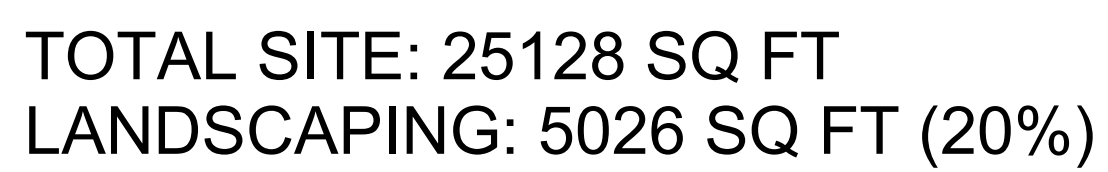
SHEARWALL SCHEDULE						
MARK	SIZE	TYPE	GRADE	NAILING		NOTES
				EDGE	FIELD	
SW1	7/16"	O.S.B.	APA RATED C-C, C-D	8d @ 6" O.C.	8d @ 12" O.C.	1,2,3
1	Use common or galvanized box nails					
2	Block all edges					
3	See Sheet G1.0 for Staple Equiv. Chart					

BEAM SCHEDULE	
MARK	TYPE
B1	(2) 2X6 DF/L #2
1	Suffixes (A, B, etc.) denote alternatives for the specified beam
2	All headers in bearing walls to have min. (1) trimmer & (1) king stud U.N.O All other beams and girder trusses to have min. (2) 2x supports U.N.O.



Roof Framing Plan





REVISION:

PROJ. # 2026.016

SP1.0



**HESTIA
STRUCTURAL
DESIGN**

DATE: AUGUST 2026		REV		DATE	BY	COMMENTS
DRAWING NAME: Alpine Fitness Accessory						
DESIGNED BY: JDM						
DRAWN BY: JDM						
CHECKED: JDM		APPROVED: JDM		SCALE MEASURES 1" ON FULL SIZE SHEET ADJUST FOR HALF SIZE SHEET		



ALPINE CITY COUNCIL AGENDA

SUBJECT: Discussion of property of Greg and Michelle Smith occupying City property for construction of a wall

FOR CONSIDERATION ON: September 22, 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Consider allowing the property owner to occupy City property

BACKGROUND INFORMATION:

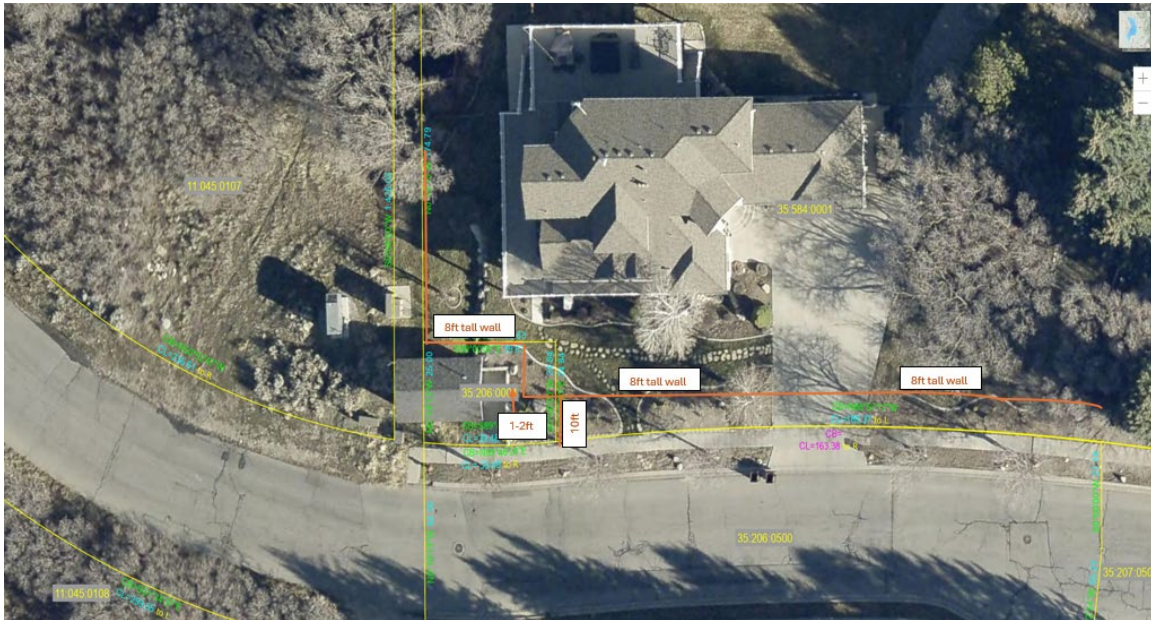
The Smiths desire to build a wall across the front of their property (10ft back as required per city code) in order to block traffic sound from cars using the public street in front of their home. To build the wall the way they would like to do so would require the wall to be placed in a location that is currently City property that was dedicated for a pump station.

The rough estimate of the wall's location is portrayed in the aerial view below:



As can be seen, the wall as proposed would encroach onto the City pump dedication parcel by abutting the concrete walk-up that provides an entrance into the pump station. After evaluation and discussion with our City Attorney, staff has concluded that any use of the city property would need to stay on the east side of the pump house at least a foot or two away from the existing concrete retaining wall/walk-in and would not include any City property north of the structure.

The aerial view below shows where staff designates as appropriate areas for the wall on City property:



The City Council held a work session discussing the property owners' petition and has determined that they would be open to having a formal action item on the request. The work session discussion seemed to point to City Council members favoring a revocable easement on City property instead of disposing of City property. Rational for this was determined based on staff input that future needs for the pump house site are uncertain at the moment, but a need for expansion on the site/building may arise at a future date. Therefore, there was discussion that leaned towards the City retaining the property but otherwise figuring out a proper legal method to grant wall access to the property owner.

It is important to note that the property owners have submitted an updated fence permit with their 8ft wall on their personal property which meets all the required codes for 3.21.060. Because of this, the City has granted them a fence permit to build the 8ft wall according to code standards.

City Council should make a formal decision pertaining to this petition so that both the City and the property owner know what to expect. If the City Council has determined that disposition of the property is no longer an option, there are a few other option that Council should deliberate on. They are:

Options

1. **No change** to property and cause the property owner to remain on their private property.
2. Pursue a **revocable encroachment license or permit** recorded with the County that would be put together by staff and presented for final approval at a later date.
3. Pursue a **revocable easement** recorded with the County that would be put together by staff and presented for final approval at a later date.

To ensure revocability, the document produced by staff would include language similar to the following (language suggestion from Councilmember Rummler and modified by staff):

The revocable easement (or license) is revocable by the city with 90-day written notice of revocation to the easement (license) holder for any public purpose identified by the city that would require the wall to be removed from the city property."

STAFF RECOMMENDATION:

Staff recommends that the City Council determine if there is interest from the City to grant the property owners the ability to build their wall as petitioned, or a modification of the petition. If there is interest, staff would request that the City Council determine which option they would like to pursue. Depending on what the Council decides, a document containing all legal language necessary to preserve the City's interest in its own property will be produced and presented to the Council to formalize the agreement.

Motion to Approve:

I move to approve the property owners' wall to be built on City property according to option ____ listed in this report and to only be located in the appropriate areas designated by staff.

Motion to Approve with Conditions:

I move to approve the property owners' wall to be built on City property according to option ____ listed in this report and to only be located in the appropriate areas as designated by staff, subject to the following conditions:

*Insert Proposed Conditions

Motion to Table:

I move to table consideration of the property owners' wall to be built on City property to a future meeting in order to allow additional time for revisions and/or additional information, including:

*Insert additional information needed.

Motion to Deny:

I move to deny the property owners' wall to be built on City property based on the following findings:

*Insert findings

ALPINE CITY COUNCIL AGENDA

SUBJECT: Amendment of DCA 3.12 to reference 2024 International Wildland-Urban Interface Code (IWUIC) and Adopt Wildland Urban Interface (WUI) Map

FOR CONSIDERATION ON: September 22, 2026

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Review proposed WUI map and consider it for adoption into DCA

BACKGROUND INFORMATION:

During the 2025 General Session, the Utah Legislature adopted HB 48 concerning wildfire and the Wildland-Urban Interface. Among other provisions, the legislation established requirements for state and local governments to identify and address wildfire-risk areas within their jurisdictions and tied certain State assistance and funding for wildfire preparation, mitigation, and firefighting efforts to compliance with State WUI requirements.

In January 2026, the City previously adopted required WUI regulations in order to remain in compliance with State law and maintain eligibility for applicable State assistance and funding.

Since that time, the Utah Legislature adopted HB 41 during the 2026 General Session. HB 41 updates the State's adopted WUI standards from the 2006 Utah Wildland Urban Interface Code to the **2024 International Wildland-Urban Interface Code**. The legislation also establishes requirements concerning the designation of WUI areas on local WUI maps.

Under the updated State requirements, areas designated on a local WUI map generally must meet the applicable wildfire-risk threshold established by the State's **Smoothed Structure Exposure Score** mapping (meeting or exceeding a score of 5). Areas below the applicable threshold may not be designated as WUI areas unless the approval requirements are satisfied through the Division of Forestry, Fire, and State Lands (FFSL).

The State's wildfire-risk mapping identifies varying levels of wildfire exposure throughout Alpine City. While much of the City falls below the State's applicable threshold, significant portions of Alpine have exposure scores that meet or exceed the Level 5 threshold established under the updated State requirements.

These higher-risk areas are generally concentrated in portions of Alpine located adjacent in northern Alpine and near to the City's foothill and wildland areas, including portions of [Grove Drive / northern Alpine / other applicable areas]. These areas are more directly

exposed to wildfire hazards because of their proximity to undeveloped vegetation, steep terrain, and other conditions associated with the wildland-urban interface.

City staff have reviewed the State's **Smoothed Structure Exposure Score** map and prepared a proposed WUI map for Alpine City. The proposed map generally limits the City's WUI designation to those areas that meet the State's Level 5 and higher exposure threshold.

Staff does not recommend, at this time, designating additional areas below the State's Level 5 threshold. Limiting the initial designation to areas meeting the State's established threshold provides a clear and defensible basis for the City's WUI map while avoiding the need to seek additional State approval for lower-risk areas.

Being designated as WUI means additional wildfire-resistant requirements for new homes and can affect development patterns for new development in the WUI. It also requires maintaining defensible space around structures for existing homes.

The State's updated WUI requirements are scheduled to take effect **January 1, 2027**. Updating the City's code and adopting the WUI map in advance of that date will allow the City and affected property owners to prepare for implementation of the new requirements.

Accordingly, the proposed ordinance would accomplish the following:

- **Update the City's WUI provisions** in 3.12 of DCA to reference and implement the 2024 International Wildland-Urban Interface Code, effective January 1, 2027, consistent with the effective date established by State law; and
- **Adopt the Alpine City WUI map**, identifying those areas that meet the State's applicable Level 5 or higher wildfire exposure threshold.

Planning Commission Motion:

MOTION: Planning Commissioner Susan Whittenburg moved to recommend approval of the amended Wildland-Urban Interface provisions in Alpine Development Code and recommend adoption of the proposed Wildland-Urban Interface (WUI) map, as proposed.

Michelle Schirmer seconded the motion. There were 6 Ayes and 0 Nays. The motion passed unanimously.

Ayes

John MacKay

Jeff Davis

Michelle Schirmer

Susan Whittenburg

Troy Slade

Greg Butterfield

Nays

STAFF RECOMMENDATION:

Staff recommends that the City Council:

1. Consider approval of the amended Wildland-Urban Interface provisions in DCA to reference and implement the 2024 International Wildland-Urban Interface Code, consistent with applicable State law effective January 1, 2027; and
2. Consider adoption of the proposed Wildland-Urban Interface (WUI) map identifying those portions of Alpine City that meet the State's applicable wildfire exposure threshold.

Motion to Approve:

I move to approve the amended Wildland-Urban Interface provisions in Alpine Development Code 3.12 and recommend adoption of the proposed Wildland-Urban Interface (WUI) map, as proposed.

Motion to Approve with Conditions:

I move to approve the amended Wildland-Urban Interface provisions in Alpine Development Code 3.12 and recommend adoption of the proposed Wildland-Urban Interface (WUI) map, as proposed, subject to the following conditions:

*Insert Proposed Conditions

Motion to Table:

I move to table consideration of the amended Wildland-Urban Interface provisions in Alpine Development Code 3.12 and recommend adoption of the proposed Wildland-Urban Interface (WUI) map, as proposed to a future meeting in order to allow additional time for revisions and/or additional information, including:

*Insert additional information needed.

Motion to Deny:

I move to deny of the amended Wildland-Urban Interface provisions in Alpine Development Code 3.12 and recommend adoption of the proposed Wildland-Urban Interface (WUI) map, as proposed based on the following findings:

*Insert findings

Exhibit A

3.12 Sensitive Land Ordinance

Redline Version

3.12.040 Sensitive Land Classifications

The following factors shall be used to determine the classification of various lands and their constraints to building and development on them:

1. **Geologic Hazard Lands.** Lands identified on the Official Alpine City Hazards map as having landslide, debris flow, rock fall, soil liquefaction or surface-fault-rupture hazards.
2. **Hillside Lands.** Lands identified on the Official Alpine City Hazard map as having an elevation above 5350 feet Mean Sea level.
3. **Wildland Urban Interface Lands.** Lands identified on the Official Alpine City ~~Hazard~~ Wildland-Urban Interface (WUI) map as ~~having potential wild fire hazard~~ being within the Wildland-Urban Interface Overlay, which refers to those areas which meet or exceed an exposure score of 5 on the adopted WUI map.
4. **Flood Plain Lands.** Lands with potential stream flow and flood hazard. Flood plain lands consist of all lands contained within the 1% annual chance flood as defined by Federal Emergency Management Agency, in the most current Flood Insurance Rate Map (FIRM) shown for Alpine City. The FIRM map is also adopted as the Official Alpine City Hazard map for flood damage prevention overlay zone.

(Original Ordinance No. 2002-01. Amended by Ordinance 2005-03, 1/25/05)

HISTORY

Amended by Ord. 2019-18 on 8/13/2019

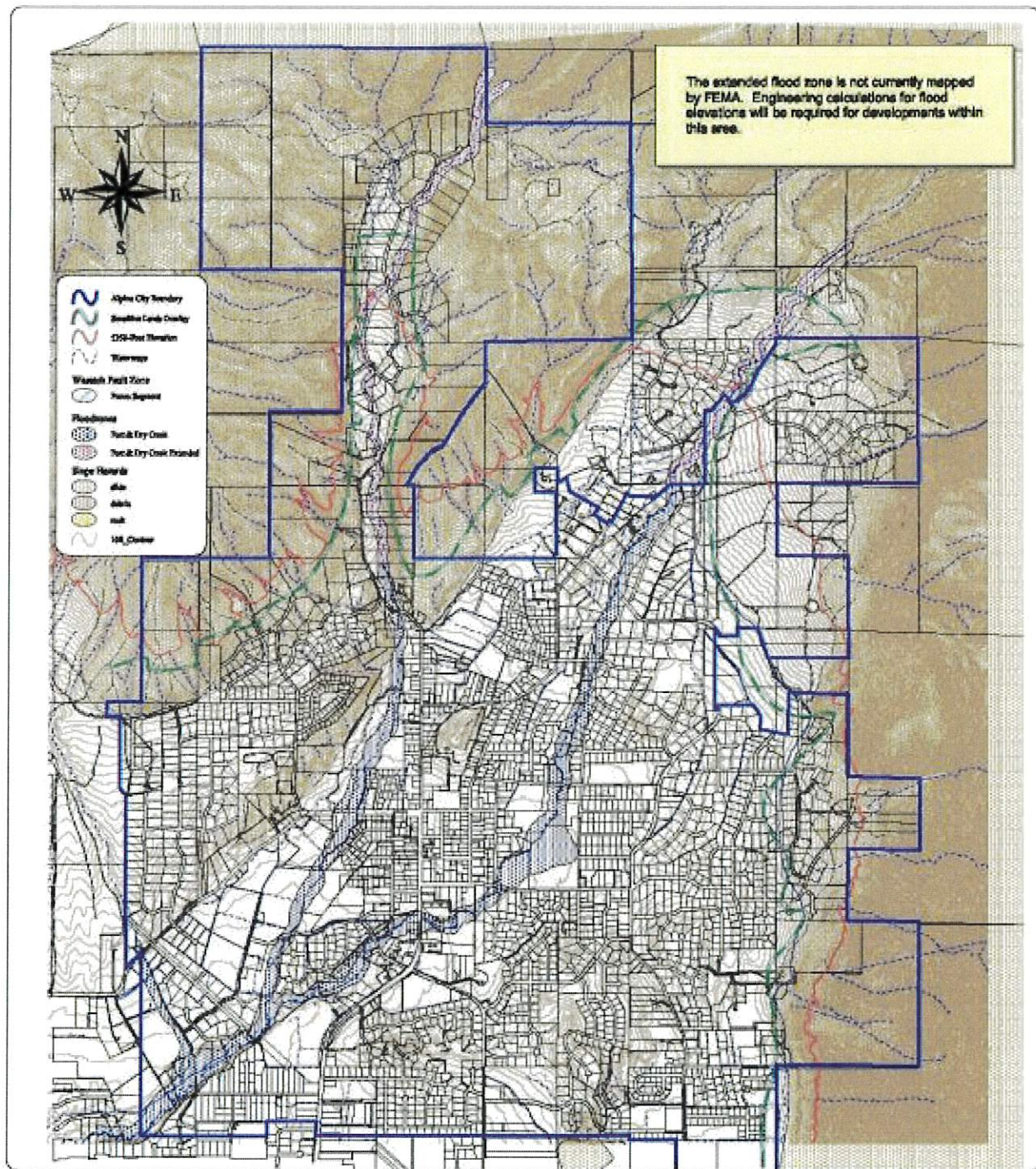
Amended by Ord. 2020-03 on 2/11/2020

3.12.050 Official Maps

1. The Alpine City Council shall adopt official overlay zoning maps denoting the above identified areas. Substantial amendments of these maps shall require City Council approval. The official Alpine City Sensitive, Flood, and Hazard Land maps may be amended by the City Council after a receiving a recommendation from the Planning Commission.
2. Map as Reference to Text
 - a. The text provisions of this ordinance shall be used to determine which sensitive land category the applicant is in and what requirements they are subject to under this ordinance.
 - b. Applicants are required to provide the Planning Department with a delineation of the Sensitive Land Area on the subject property as part of the application. An application shall not be considered complete until this delineation is submitted.
 - c. An applicant may identify and delineate Sensitive Areas by gathering and reviewing information other than the Alpine City Sensitive and Hazard Land Maps, such as aerial photographs or coring of soils.
 - d. The attached maps are hereby adopted as the Official Alpine City Sensitive and Hazard Land Maps until such time as they may be amended or supplemented. The Alpine City Wildland-Urban Interface (WUI) Map is hereby adopted as the official map for helping determine the geographic boundaries of the WUI Overlay.

(Original Ordinance No. 2002-01. Amended by Ordinance 2005-03, 1/25/05)

Slide Hazard Map

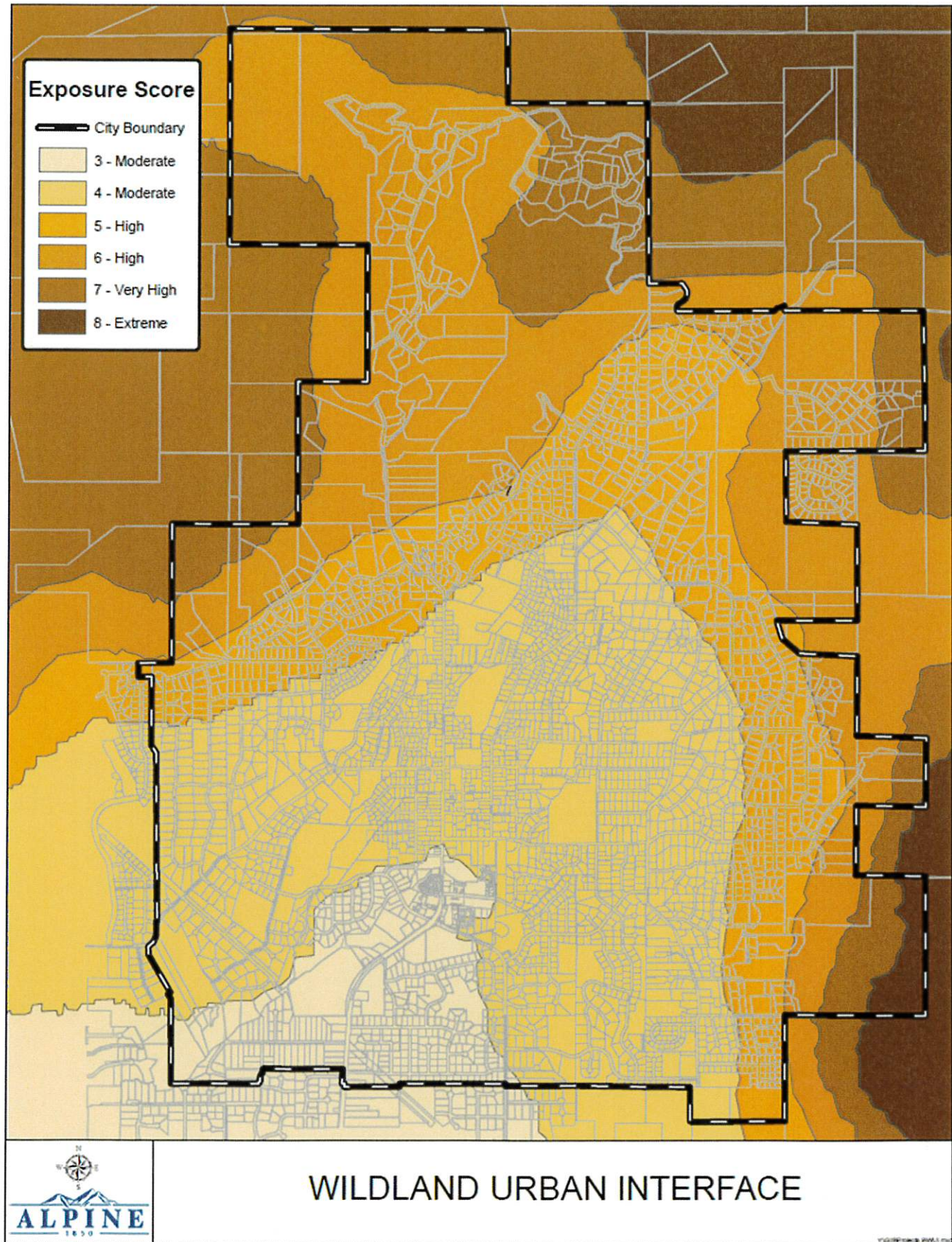


ALPINE CITY HAZARDS MAP

SLIDE HAZARD

MARCH 21, 2002

Wildland-Urban Interface Map



3.12.070 Wildland Urban Interface Overlay

~~1. PURPOSE~~PURPOSE. To establish standards for development and fire prevention in areas bordering on wildlands. In addition to this section of the Development Code, areas bordering on wildlands shall be subject to the Wildland Urban Interface Site Plan/Development Review Guide (supplemental document), the geographic and administrative framework for applying the Wildland-Urban Interface (WUI) Code within Alpine City and to establish supplemental local standards where authorized by State law. The Wildland-Urban Interface Overlay shall apply to the areas identified on the Official Alpine City Wildland-Urban Interface Map.

~~1.2. APPLICABLE WILDLAND-URBAN INTERFACE CODE.~~ The 2024 International Wildland-Urban Interface Code, as adopted and amended by the State of Utah and Alpine City, shall govern construction, development, vegetation management, defensible space, and other matters regulated by the Wildland-Urban Interface Code within the Wildland-Urban Interface Overlay, except where this Code expressly establishes a lawful local amendment or supplemental requirement. The Wildland-Urban Interface Site Plan/Development Review Guide previously referenced by this section is repealed as a controlling regulatory document upon the effective date of this amendment, except to the extent a specific provision is separately adopted or incorporated by reference by the City Council.

2.3. ADDRESSES

a. Specifications. Each premises within the Wildland-Urban Interface Overlay must have approved numbers or addresses, a minimum of 5 inches in size, placed in such a position as to be plainly visible and legible from the road fronting the property. Numbers shall contrast with their background and their positions shall be suited for visibility in all seasons.

~~3.4. STRUCTURAL DESIGN AND CONSTRUCTION.~~ Structures and construction within the WUI Overlay shall comply with the 2024 International Wildland-Urban Interface Code and all other applicable State and City fire and building codes. Any additional sprinkler, ignition-resistant construction, or other local requirement shall apply only where expressly authorized by applicable law and expressly adopted by the City.

Protection. For structures receiving a HIGH HAZARD or EXTREME HAZARD rating on the Fire Hazard Severity Form, found in the Wildland-Urban Interface Site Plan/Development Review Guide, shall be provided with automatic sprinkler protection in accordance with the National Fire Protection Association (NFPA) Standard 13 R, modified as follows:

- i. ~~Decks and Walks.~~ Decks and walkways greater than 4 feet wide shall have quick response sprinkler heads placed ten feet on center if an exposure hazard is present. Eaves of the structure will also be provided with sprinkler heads 10 feet on center and attic vents shall be similarly protected if an exposure hazard is present. For the purposes of this Part, an exposure hazard is defined as the presence of any of the following at the time of construction or evidence of such in the construction plans provided:
 1. ~~Flows.~~ The system calculations shall be based on a minimum of four flowing quick response sprinklers hydraulically calculated to provide flows in accordance with manufacturer's specifications for sprinklers. Calculations shall be based on 90% of the available flow at the base of the riser.
 2. ~~Loop Systems.~~ The use of anti-freeze loop systems is allowed when an acceptable back-flow prevention assembly is provided. Anti-freeze loops shall be relieved by using either an approved expansion tank or relief valve. Drilled clapper valves are not permitted.
 3. ~~Inspection.~~ An inspector's test valve is required upstream of the anti-freeze loop check valve.
 4. ~~Control Valves.~~ Automatic sprinkler systems shall be provided with an indicating control valve accessible to the fire department.
 5. ~~Certification.~~ Approval of any system shall be based on final inspection and receipt of hydrostatic and flushing certificates provided by the installer.
 6. ~~Automatic sprinkler protection, where installed, shall be inspected annually at the owner's expense by a licensed sprinkler contractor. A copy of the inspection shall be submitted to the Fire Chief by December 31st of each year.~~

5. VEGETATION MANAGEMENT AND DEFENSIBLE SPACE. Vegetation management, defensible space, combustible materials, and related fuel-reduction requirements within the WUI Overlay shall comply with the 2024 International Wildland-Urban Interface Code and applicable State law, except where the City has expressly adopted additional local requirements authorized by applicable law.
6. EXISTING STRUCTURES. Existing structures and properties within the WUI Overlay shall be regulated in accordance with the provisions of the 2024 International Wildland-Urban Interface Code and applicable State law governing existing buildings, additions, alterations, repairs, and other improvements.
7. LOCAL SUPPLEMENTAL REQUIREMENTS. Any local requirement intended to supplement the 2024 International Wildland-Urban Interface Code shall be expressly identified in this Code or another ordinance adopted by the City and shall be applied only to the extent authorized by applicable State law.

4.8. ENFORCEMENT

1. Responsibility. The conditions outlined in the Wildland Urban Interface Overlay shall be maintained by the property owner and/or the applicable homeowners' association as a condition of maintaining "adequate fire protection" in accordance with Section 11-7-1 of the Utah Code Annotated and protective agreements, if any, made with Alpine City at the time of annexation.
2. Non-Exclusive Nature. The provisions of the Wildland Urban Interface Overlay represent minimum standards. Each owner of property in the Wildland Urban Interface area is expected to use reasonable care in mitigating potential fire hazards, whether or not the potential hazard is enumerated in this section.
3. Pre-Existing Conditions. Property not in compliance with the vegetative clearance section of the Wildland Urban Interface Overlay at the time of passage shall have one year in which to conform to its provisions, except that retrofitting of sprinklers will not be required.
4. Enforcement Official. Provisions of the Wildland Urban Interface Overlay shall be enforced by the Alpine City Fire Chief or his appointed designees. The Fire Chief is authorized to recommend alternatives to any of the provisions of this code upon application in writing by the owner, lessee or a duly authorized representative where there are practical difficulties that prevent carrying out the such provisions, provided that the spirit and intent of the code shall be maintained, public safety furthered and substantial justice done. The particulars of such modifications and decision of the Fire chief shall be submitted to the City Council.
 - i. Inspections. The Fire Chief or his designee shall conduct inspections to determine compliance with the Wildland Urban Interface requirements at the time of building permit inspections and at least once a year or at any other reasonable time. The Fire Chief or designee shall also conduct inspections based on the request of any other property owner, lessee, City official or employee who has reasonable cause to believe that a potential fire hazard exists in violation of the provisions of this ordinance.
 - ii. Notice. The Fire Chief or his designee will annually publish and as needed periodic notices to remind residents of the provisions of the Wildland Urban Interface and will make available information on the provisions of the ordinance, as well as guidance on fire-resistant vegetation and suitable landscaping.
5. Recourse. Any person adversely affected by any decision made in the exercise of the provision of this section may pursue administrative and legal remedies in accordance with the following provisions:
 - i. Procedure. No person may challenge Alpine City's land use decisions under this section in district court until all administrative remedies have been exhausted.
 - ii. Judicial Review. Any person having exhausted all possible administrative remedies may file a petition for review of the decision with the district court within 30 days after the local decision is rendered.
 - iii. Validity of Ordinance. The courts shall presume that land use decisions and regulations are valid and determine only whether or not the decision is arbitrary, capricious or illegal.
6. Remedies. Alpine City, its officers and employees, the city attorney or any owner of real estate within Alpine City may, in addition to other remedies provided by law, institute proceedings to secure injunction, mandamus, abatement or any other remedies provided by law, including prevention, enjoinder or removal.

7. Injunction. Alpine City need only establish the violation in order to secure injunction.
8. Building Permits. Alpine City, its officers and employees, may enforce this ordinance by withholding building permits and it shall be unlawful to erect, construct, alter or change the use of any building or other structure within Alpine City without approval of such building permit.
 - i. Failure to Obtain Permit. Any architect, lending agency, builder, contractor or other person doing or performing such work as described in DCA 3.13.100 Part 6,b shall be deemed guilty of violating this ordinance at least to the same extent or manner as the owner of the premises, or the person for whom the use is established or for whom such buildings are erected or altered, and shall be subject to the penalties herein prescribed for a violation.
 - ii. Compliance. The City may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration or use fully conform to all ordinances then in effect.
9. Violation. Any violation of the provisions of the Wildland Urban Interface Overlay is punishable as a Class C misdemeanor upon conviction. Each person, firm or corporation found guilty of such violation shall be deemed guilty of a separate offense for every day during which any violation is committed, continued or permitted by such person, persons, firm or corporation, and shall be punished as provided in this ordinance.
10. Nothing in this ordinance may be construed to prevent enforcement under the provisions of the current fire code as adopted by the State of Utah and the City of Alpine.

~~5.9. Warning and Disclaimer.~~ **WARNING AND DISCLAIMER.** The degree of wildfire protection required by Wildland-Urban Interface Overlay is considered reasonable for regulatory purposes and is based on fire safety considerations. This section does not imply that land outside the ~~areas of~~ Wildland-Urban Interface Overlay, ~~zone~~ or uses permitted within ~~such areas the~~ **Overlay**, will be free from damages from wildfires. This ordinance shall not create liability on the part of Alpine City, Utah, any officer or employee thereof, or the city's fire agency for any wildfire damages that result from reliance ~~on~~ this ordinance or any administrative decision lawfully made thereunder.

(Original Ordinance No. 94-11. Amended by Ord. 2001-05. Incorporated into Sensitive Lands Ordinance by Ord. No. 2005-03, 1/25/05)

HISTORY

Amended by Ord. 2019-10 on 5/14/2019

Amended by Ord. 2019-18 on 8/13/2019

4.07.040 Streets And Street Requirements

15. Wildland Urban Interface.

- a. Access. All developments in the Wildland-Urban Interface **Overlay area** shall comply with the emergency-access and access-road requirements of the currently adopted International Fire Code and the 2024 International Wildland-Urban Interface (WUI) Code, as applicable. Developments shall have more than one access route which provides simultaneous access for emergency equipment and civilian evacuation. The design of access routes shall take into consideration traffic circulation and provide for looping of roads as required to ensure at least two access points. Looped roads with a single access are not allowed.
- b. Exceptions. Where terrain features or other physical obstacles make provision of a second access impractical, a single access may be approved by the Land Use Authority after obtaining the recommendation of the Fire Chief and the Recommending Body .
- c. Specifications. All secondary access roads shall have a minimum all weather surface width of not less than twenty (20) feet and an unobstructed vertical clearance of not less than thirteen feet six inches (13' 6") to permit two-way traffic, ~~unless a different standard is required by the applicable State-adopted fire or WUI code. These provisions will apply in lieu of those provided in Section 503 of the International Fire Code.~~
- d. Relationship to State-Adopted Codes. The requirements of this section are intended to supplement, and not replace, the applicable requirements of the International Fire Code or 2024 International WUI Code. Where a provision of this section conflicts with a mandatory requirement of State-adopted code, the State-adopted code shall control unless the local requirement is expressly authorized as a local amendment or supplemental standard.

Exhibit B

3.12 Sensitive Land Ordinance

Clean Version

3.12.040 Sensitive Land Classifications

The following factors shall be used to determine the classification of various lands and their constraints to building and development on them:

1. **Geologic Hazard Lands.** Lands identified on the Official Alpine City Hazards map as having landslide, debris flow, rock fall, soil liquefaction or surface-fault-rupture hazards.
2. **Hillside Lands.** Lands identified on the Official Alpine City Hazard map as having an elevation above 5350 feet Mean Sea level.
3. **Wildland Urban Interface Lands.** Lands identified on the Official Alpine City Wildland-Urban Interface (WUI) map as being within the Wildland-Urban Interface Overlay, which refers to those areas which meet or exceed an exposure score of 5 on the adopted WUI map.
4. **Flood Plain Lands.** Lands with potential stream flow and flood hazard. Flood plain lands consist of all lands contained within the 1% annual chance flood as defined by Federal Emergency Management Agency, in the most current Flood Insurance Rate Map (FIRM) shown for Alpine City. The FIRM map is also adopted as the Official Alpine City Hazard map for flood damage prevention overlay zone.

(Original Ordinance No. 2002-01. Amended by Ordinance 2005-03, 1/25/05)

HISTORY

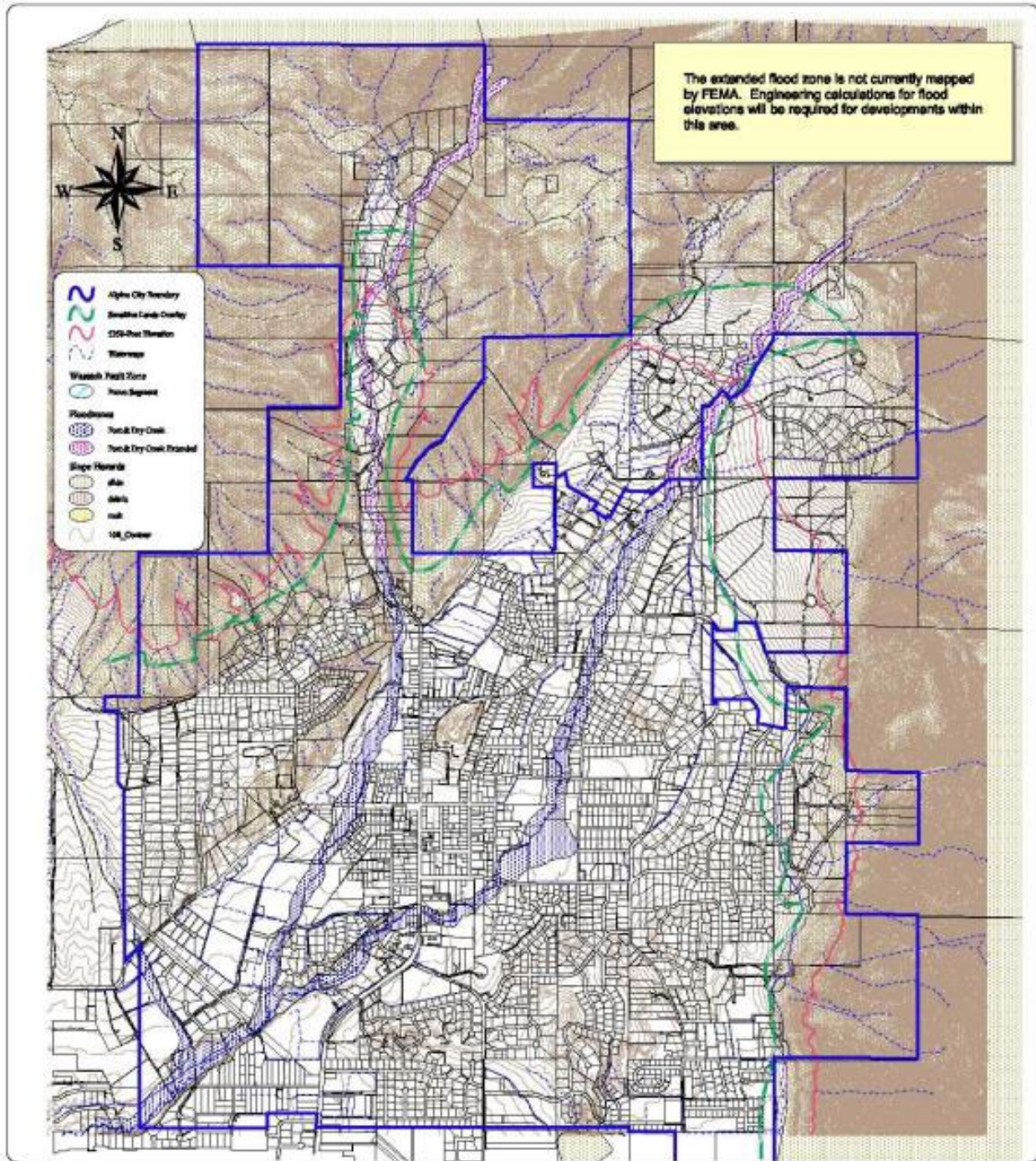
Amended by Ord. 2019-18 on 8/13/2019

Amended by Ord. 2020-03 on 2/11/2020

3.12.050 Official Maps

1. The Alpine City Council shall adopt official overlay zoning maps denoting the above identified areas. Substantial amendments of these maps shall require City Council approval. The official Alpine City Sensitive, Flood, and Hazard Land maps may be amended by the City Council after a receiving a recommendation from the Planning Commission.
2. Map as Reference to Text
 - a. The text provisions of this ordinance shall be used to determine which sensitive land category the applicant is in and what requirements they are subject to under this ordinance.
 - b. Applicants are required to provide the Planning Department with a delineation of the Sensitive Land Area on the subject property as part of the application. An application shall not be considered complete until this delineation is submitted.
 - c. An applicant may identify and delineate Sensitive Areas by gathering and reviewing information other than the Alpine City Sensitive and Hazard Land Maps, such as aerial photographs or coring of soils.
 - d. The attached maps are hereby adopted as the Official Alpine City Sensitive and Hazard Land Maps until such time as they may be amended or supplemented. The Alpine City Wildland-Urban Interface (WUI) Map is hereby adopted as the official map for helping determine the geographic boundaries of the WUI Overlay.

(Original Ordinance No. 2002-01. Amended by Ordinance 2005-03, 1/25/05)

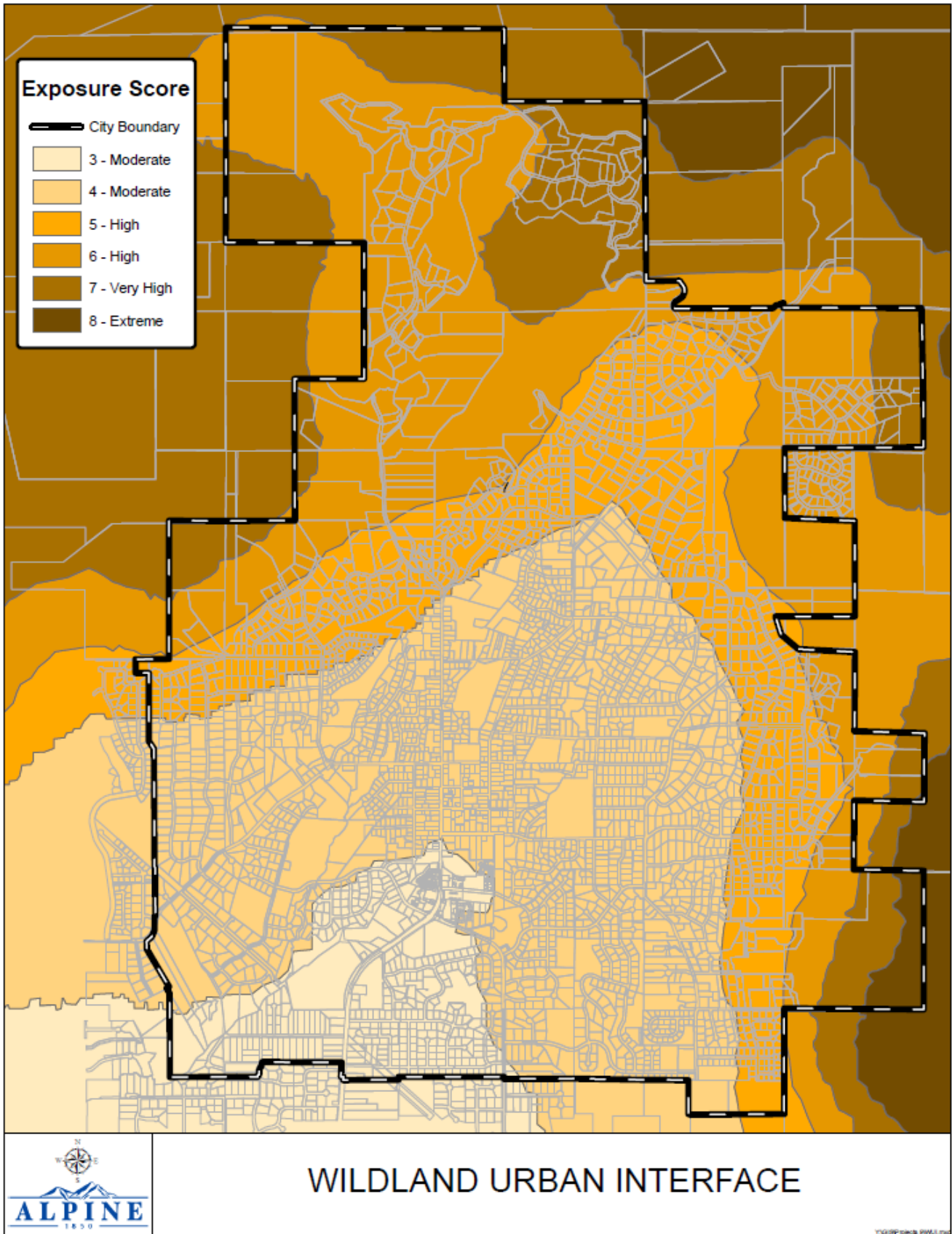


ALPINE CITY HAZARDS MAP

SLIDE HAZARD

MARCH 21, 2002

Wildland-Urban Interface Map



3.12.070 Wildland Urban Interface Overlay

1. **PURPOSE.** To establish the geographic and administrative framework for applying the Wildland-Urban Interface (WUI) Code within Alpine City and to establish supplemental local standards where authorized by State law. The Wildland-Urban Interface Overlay shall apply to the areas identified on the Official Alpine City Wildland-Urban Interface Map.
2. **APPLICABLE WILDLAND-URBAN INTERFACE CODE.** The 2024 International Wildland-Urban Interface Code, as adopted and amended by the State of Utah and Alpine City, shall govern construction, development, vegetation management, defensible space, and other matters regulated by the Wildland-Urban Interface Code within the Wildland-Urban Interface Overlay, except where this Code expressly establishes a lawful local amendment or supplemental requirement. The Wildland-Urban Interface Site Plan/Development Review Guide previously referenced by this section is repealed as a controlling regulatory document upon the effective date of this amendment, except to the extent a specific provision is separately adopted or incorporated by reference by the City Council.
3. **ADDRESSES**
 - a. **Specifications.** Each premises within the Wildland-Urban Interface Overlay must have approved numbers or addresses, a minimum of 5 inches in size, placed in such a position as to be plainly visible and legible from the road fronting the property. Numbers shall contrast with their background and their positions shall be suited for visibility in all seasons.
4. **STRUCTURAL DESIGN AND CONSTRUCTION.** Structures and construction within the WUI Overlay shall comply with the 2024 International Wildland-Urban Interface Code and all other applicable State and City fire and building codes. Any additional sprinkler, ignition-resistant construction, or other local requirement shall apply only where expressly authorized by applicable law and expressly adopted by the City.
5. **VEGETATION MANAGEMENT AND DEFENSIBLE SPACE.** Vegetation management, defensible space, combustible materials, and related fuel-reduction requirements within the WUI Overlay shall comply with the 2024 International Wildland-Urban Interface Code and applicable State law, except where the City has expressly adopted additional local requirements authorized by applicable law.
6. **EXISTING STRUCTURES.** Existing structures and properties within the WUI Overlay shall be regulated in accordance with the provisions of the 2024 International Wildland-Urban Interface Code and applicable State law governing existing buildings, additions, alterations, repairs, and other improvements.
7. **LOCAL SUPPLEMENTAL REQUIREMENTS.** Any local requirement intended to supplement the 2024 International Wildland-Urban Interface Code shall be expressly identified in this Code or another ordinance adopted by the City and shall be applied only to the extent authorized by applicable State law.
8. **ENFORCEMENT**
 1. **Responsibility.** The conditions outlined in the Wildland Urban Interface Overlay shall be maintained by the property owner and/or the applicable homeowners' association as a condition of maintaining "adequate fire protection" in accordance with Section 11-7-1 of the Utah Code Annotated and protective agreements, if any, made with Alpine City at the time of annexation.
 2. **Non-Exclusive Nature.** The provisions of the Wildland Urban Interface Overlay represent minimum standards. each owner of property in the Wildland Urban Interface area is expected to use reasonable care in mitigating potential fire hazards, whether or not the potential hazard is enumerated in this section.
 3. **Pre-Existing Conditions.** Property not in compliance with the vegetative clearance section of the Wildland Urban Interface Overlay at the time of passage shall have one year in which to conform to its provisions, except that retrofitting of sprinklers will not be required.
 4. **Enforcement Official.** Provisions of the Wildland Urban Interface Overlay shall be enforced by the Alpine City Fire Chief or his appointed designees. The Fire Chief is authorized to recommend alternatives to any of the provisions of

this code upon application in writing by the owner, lessee or a duly authorized representative where there are practical difficulties that prevent carrying out the such provisions, provided that the spirit and intent of the code shall be maintained, public safety furthered and substantial justice done. The particulars of such modifications and decision of the Fire chief shall be submitted to the City Council.

- i. Inspections. The Fire Chief or his designee shall conduct inspections to determine compliance with the Wildland Urban Interface requirements at the time of building permit inspections and at least once a year or at any other reasonable time. The Fire Chief or designee shall also conduct inspections based on the request of any other property owner, lessee, City official or employee who has reasonable cause to believe that a potential fire hazard exists in violation of the provisions of this ordinance.
 - ii. Notice. The Fire Chief or his designee will annually publish and as needed periodic notices to remind residents of the provisions of the Wildland Urban Interface and will make available information on the provisions of the ordinance, as well as guidance on fire-resistant vegetation and suitable landscaping.
5. Recourse. Any person adversely affected by any decision made in the exercise of the provision of this section may pursue administrative and legal remedies in accordance with the following provisions:
 - i. Procedure. No person may challenge Alpine City's land use decisions under this section in district court until all administrative remedies have been exhausted.
 - ii. Judicial Review. Any person having exhausted all possible administrative remedies may file a petition for review of the decision with the district court within 30 days after the local decision is rendered.
 - iii. Validity of Ordinance. The courts shall presume that land use decisions and regulations are valid and determine only whether or not the decision is arbitrary, capricious or illegal.
6. Remedies. Alpine City, its officers and employees, the city attorney or any owner of real estate within Alpine City may, in addition to other remedies provided by law, institute proceedings to secure injunction, mandamus, abatement or any other remedies provided by law, including prevention, enjoinder or removal.
7. Injunction. Alpine City need only establish the violation in order to secure injunction.
8. Building Permits. Alpine City, its officers and employees, may enforce this ordinance by withholding building permits and it shall be unlawful to erect, construct, alter or change the use of any building or other structure within Alpine City without approval of such building permit.
 - i. Failure to Obtain Permit. Any architect, lending agency, builder, contractor or other person doing or performing such work as described in DCA 3.13.100 Part 6,b shall be deemed guilty of violating this ordinance at least to the same extent or manner as the owner of the premises, or the person for whom the use is established or for whom such buildings are erected or altered, and shall be subject to the penalties herein prescribed for a violation.
 - ii. Compliance. The City may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration or use fully conform to all ordinances then in effect.
9. Violation. Any violation of the provisions of the Wildland Urban Interface Overlay is punishable as a Class C misdemeanor upon conviction. Each person, firm or corporation found guilty of such violation shall be deemed guilty of a separate offense for every day during which any violation is committed, continued or permitted by such person, persons, firm or corporation, and shall be punished as provided in this ordinance.
10. Nothing in this ordinance may be construed to prevent enforcement under the provisions of the current fire code as adopted by the State of Utah and the City of Alpine.
9. WARNING AND DISCLAIMER. The degree of wildfire protection required by Wildland-Urban Interface Overlay is considered reasonable for regulatory purposes and is based on fire safety considerations. This section does not imply that land outside the Wildland-Urban Interface Overlay, or uses permitted within the Overlay, will be free from damages from wildfires. This ordinance shall not create liability on the part of Alpine City, Utah, any officer or employee thereof, or the city's fire agency for any wildfire damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

(Original Ordinance No. 94-11. Amended by Ord. 2001-05. Incorporated into Sensitive Lands Ordinance by Ord. No. 2005-03, 1/25/05)

HISTORY

Amended by Ord. [2019-10](#) on 5/14/2019

Amended by Ord. [2019-18](#) on 8/13/2019

4.07.040 Streets And Street Requirements

15. Wildland Urban Interface.

- a. Access. All developments in the Wildland-Urban Interface Overlay shall comply with the emergency-access and access-road requirements of the currently adopted International Fire Code and the 2024 International Wildland-Urban Interface (WUI) Code, as applicable. Developments shall have more than one access route which provides simultaneous access for emergency equipment and civilian evacuation. The design of access routes shall take into consideration traffic circulation and provide for looping of roads as required to ensure at least two access points. Looped roads with a single access are not allowed.
- b. Exceptions. Where terrain features or other physical obstacles make provision of a second access impractical, a single access may be approved by the Land Use Authority after obtaining the recommendation of the Fire Chief and the Recommending Body .
- c. Specifications. All secondary access roads shall have a minimum all weather surface width of not less than twenty (20) feet and an unobstructed vertical clearance of not less than thirteen feet six inches (13' 6") to permit two-way traffic, unless a different standard is required by the applicable State-adopted fire or WUI code.
- d. Relationship to State-Adopted Codes. The requirements of this section are intended to supplement, and not replace, the applicable requirements of the International Fire Code or 2024 International WUI Code. Where a provision of this section conflicts with a mandatory requirement of State-adopted code, the State-adopted code shall control unless the local requirement is expressly authorized as a local amendment or supplemental standard.

ORDINANCE No. 2026-17

AN ORDINANCE AMENDING SECTIONS 3.12.040, 3.12.050, 3.12.070, AND 4.07.040 OF THE ALPINE DEVELOPMENT CODE TO ADJUST CODE LANGUAGE REGARDING THE WILDLAND-URBAN INTERFACE AND ADD A WILDLAND-URBAN INTERFACE MAP FOR ALPINE CITY

WHEREAS, the Planning Commission held a public hearing on September 15, 2026, and reviewed the proposed amendment and addition to the Alpine City Development Code, and made a recommendation to the City Council;

WHEREAS, Utah state law has updated Willand-Urban Interface (WUI) requirements which are scheduled to take effect January 1, 2027;

WHEREAS, Alpine City seeks to remain in compliance with State law and maintain eligibility for applicable State assistance and funding regarding wildfires; and

WHEREAS, the City Council finds that the proposed amendmentss to Section 3.12 of the Alpine Development Code are in the best interest of the public health, safety, and welfare;

NOW, THEREFORE, be it ordained by the Mayor and City Council of Alpine City, in the State of Utah, as follows:

That the Alpine Development Code amendments and update set forth in Exhibit A, attached hereto, are adopted.

Carla Merrill, Alpine City Mayor



VOTING:

Brent Rummler Yea___ Nay___ Absent___

Chrissy Hannemann Yea___ Nay___ Absent___

Jessica Smuin Yea___ Nay___ Absent___

Sarah Blackwell Yea___ Nay___ Absent___

Andrew Young Yea___ Nay___ Absent___

ATTEST:

DeAnn Parry, City Recorder

Exhibit A

3.12 Sensitive Land Ordinance Redline Version

3.12.040 Sensitive Land Classifications

The following factors shall be used to determine the classification of various lands and their constraints to building and development on them:

1. **Geologic Hazard Lands.** Lands identified on the Official Alpine City Hazards map as having landslide, debris flow, rock fall, soil liquefaction or surface-fault-rupture hazards.
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3. **Wildland Urban Interface Lands.** Lands identified on the Official Alpine City Wildland-Urban Interface (WUI) map as being within the Wildland-Urban Interface Overlay, which refers to those areas which meet or exceed an exposure score of 5 on the adopted WUI map.
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(Original Ordinance No. 2002-01. Amended by Ordinance 2005-03, 1/25/05)

HISTORY

Amended by Ord. [2019-18](#) on 8/13/2019

Amended by Ord. [2020-03](#) on 2/11/2020

3.12.050 Official Maps

1. The Alpine City Council shall adopt official overlay zoning maps denoting the above identified areas. Substantial amendments of these maps shall require City Council approval. The official Alpine City Sensitive, Flood, and Hazard Land maps may be amended by the City Council after a receiving a recommendation from the Planning Commission.
2. Map as Reference to Text
 - a. The text provisions of this ordinance shall be used to determine which sensitive land category the applicant is in and what requirements they are subject to under this ordinance.
 - b. Applicants are required to provide the Planning Department with a delineation of the Sensitive Land Area on the subject property as part of the application. An application shall not be considered complete until this delineation is submitted.
 - c. An applicant may identify and delineate Sensitive Areas by gathering and reviewing information other than the Alpine City Sensitive and Hazard Land Maps, such as aerial photographs or coring of soils.
 - d. The attached maps are hereby adopted as the Official Alpine City Sensitive and Hazard Land Maps until such time as they may be amended or supplemented. The Alpine City Wildland-Urban Interface (WUI) Map is hereby adopted as the official map for helping determine the geographic boundaries of the WUI Overlay.

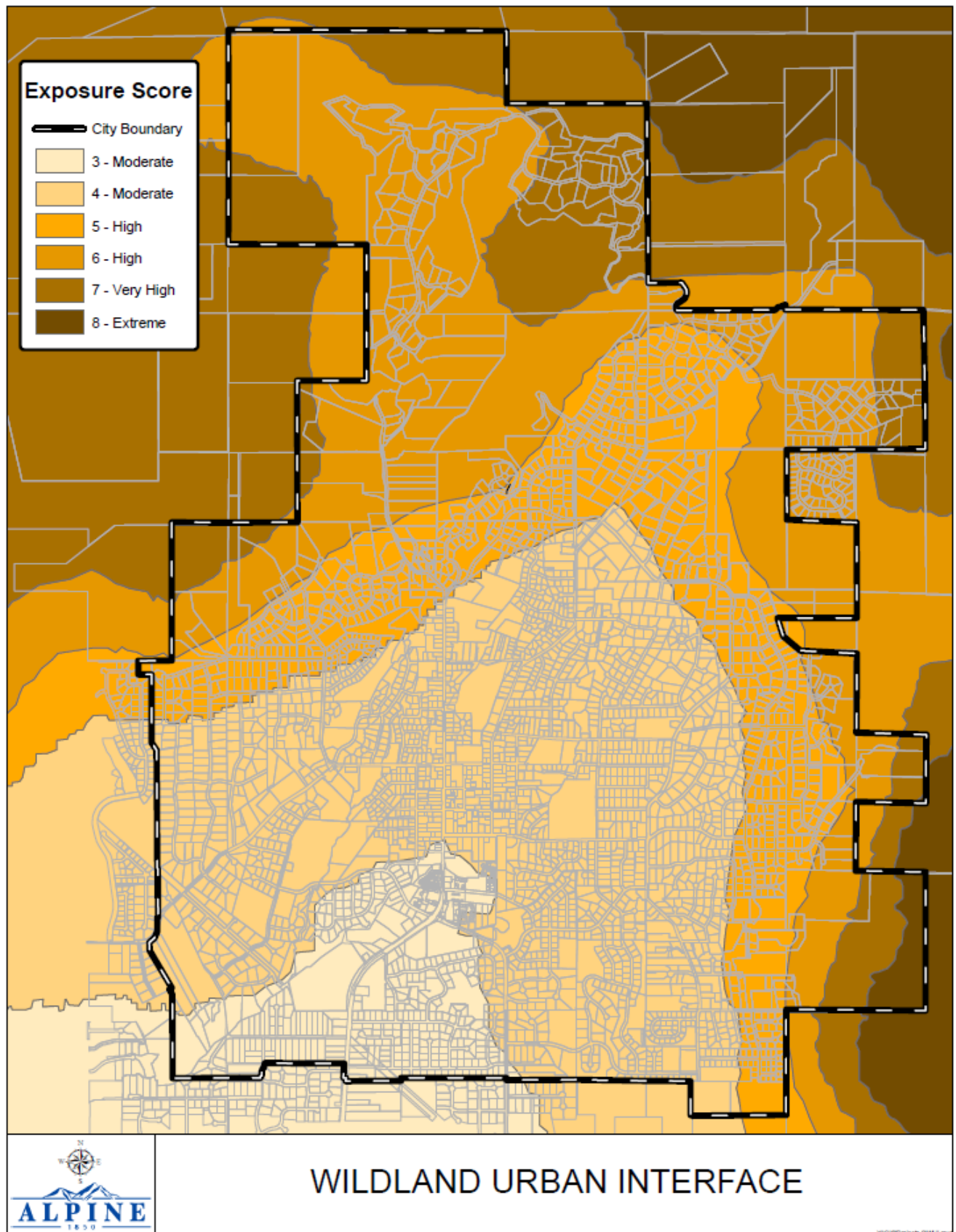
(Original Ordinance No. 2002-01. Amended by Ordinance 2005-03, 1/25/05)

[Slide Hazard Map](#)



SLIDE HAZARD

Wildland-Urban Interface Map



1. **PURPOSE.** To establish the geographic and administrative framework for applying the Wildland-Urban Interface (WUI) Code within Alpine City and to establish supplemental local standards where authorized by State law. The Wildland-Urban Interface Overlay shall apply to the areas identified on the Official Alpine City Wildland-Urban Interface Map.
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3. **ADDRESSES**
 - a. **Specifications.** Each premises within the Wildland-Urban Interface Overlay must have approved numbers or addresses, a minimum of 5 inches in size, placed in such a position as to be plainly visible and legible from the road fronting the property. Numbers shall contrast with their background and their positions shall be suited for visibility in all seasons.
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HISTORY

Amended by Ord. [2019-10](#) on 5/14/2019

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4.07.040 Streets And Street Requirements

15. Wildland Urban Interface.

- a. Access. All developments in the Wildland-Urban Interface Overlay shall comply with the emergency-access and access-road requirements of the adopted International Fire Code and the 2024 International Wildland-Urban Interface (WUI) Code, as applicable. Developments shall have more than one access route which provides simultaneous access for emergency equipment and civilian evacuation. The design of access routes shall take into consideration traffic circulation and provide for looping of roads as required to ensure at least two access points. Looped roads with a single access are not allowed.
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- c. Specifications. All secondary access roads shall have a minimum all weather surface width of not less than twenty (20) feet and an unobstructed vertical clearance of not less than thirteen feet six inches (13' 6") to permit two-way traffic, unless a different standard is required by the applicable State-adopted fire or WUI code.
- d. Relationship to State-Adopted Codes. The requirements of this section are intended to supplement, and not replace, the applicable requirements of the International Fire Code or 2024 International WUI Code. Where a provision of this section conflicts with a mandatory requirement of State-adopted code, the State-adopted code shall control unless the local requirement is expressly authorized as a local amendment or supplemental standard.

ALPINE CITY COUNCIL AGENDA

SUBJECT: Discussion Item – Responses to Parent and School Q&A About Mountainville Academy Parking and Traffic

FOR CONSIDERATION ON: September 22, 2026

PETITIONER: Councilmembers Andrew Young and Jessica Smuin

ACTION REQUESTED BY PETITIONER: Review items related to Mountainville Academy parking and traffic.

BACKGROUND INFORMATION:

Councilmembers Andrew Young and Jessica Smuin have requested a discussion item on the city council agenda to review the following:

- The purpose, duration, and status of the barricades in front of the school
- Lawful parking and access near Legacy Park
- Crossing-guard locations and coverage
- Any proposed alternative staging location, including Red Pine Drive
- The final routing map and updated instructions for families
- Carpooling
- The city and school's main priorities with attached image.
- Possible solutions for Legacy Park parking, including making the easement area.
- Items from Jessica.
- Outlining the path forward with the new safe route plan and committee and getting input from the council on what they'd like to see done next.
- Bike lanes

STAFF RECOMMENDATION

Review items proposed for discussion by Councilmembers Andrew Young and Jessica Smuin.

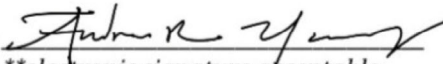


ALPINE CITY COUNCIL AGENDA ITEM REQUEST FORM

(To be submitted to the City Staff for scheduling consideration 14 days in advance if it needs Planning Commission review and seven days if City Council only. If additional space is needed, please add as an attachment.)

1. REQUESTING COUNCIL MEMBER

Name: Andrew Young

Signature:  Date: 9/9/2026
**electronic signature acceptable

2. SUPPORTING COUNCIL MEMBER

(A second council member is required to support this request before it may be placed on the agenda.)

Name: Jessica Smuin

Signature:  Date: 9/9/2026
**electronic signature acceptable

3. PROPOSED AGENDA ITEM TITLE

(Short description to appear on the agenda)

Responses to parent and school Q&A about Mountainville parking and traffic

4. DESCRIPTION / BACKGROUND INFORMATION

(Provide a brief explanation of the issue, proposal, or item for Council consideration)

Barricades, Legacy Park parking, crossing guards, alternative staging locations, final routing map and updated instructions for families & carpooling.

5. Fiscal Impact

(Is there a cost associated with this request?)

- ☐ Yes
☒ No

Has funding been included for this request in the current budget?

- ☐ Yes
☐ No
☒ N/A

6. REQUESTED ACTION / OUTCOME

(What action are you asking the Council to take?)

☒ Discussion Only ☒ Formal Vote / Motion

Other: Discussion but can vote if vote is needed

7. SUPPORTING MATERIALS

List attachments (if any):

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____

Scheduled Meeting Date: _____

Notes:



~~Carpooling~~ / BUS *
~~scribble~~

Just to focus on education not traffic issues

State Safe Routes ^e plan and committee

Crossing-guards

Pick up
School ~~parking~~ done onsite

No-Left Turn dividers changed

No parking on main

Parking on Main near Legacy Park

u

MOUNTAINVILLE ACADEMY

2026–27 Safe Routes to School / Child Access Routing Plan

195 South Main Street • Alpine, Utah 84004

School year	2026–27
School type	Utah public charter school serving PK–6 grade students
Primary purpose	Identify and communicate safe walking, bicycling, drop-off, pick-up, crossing, and traffic-management practices.
Status	Draft for school, Alpine City, law-enforcement/crossing-guard, and governing-board coordination. Requires an approved routing map (see Section 1) before final distribution and UDOT submission.
Plan owner	Mountainville Academy administration; annual review with applicable partners.

Safety principle: Separate vehicle movements from student walking routes as much as practicable; use designated crossings; reduce turning conflicts and queues on Main Street; and preserve safe “park-and-walk” options when legally available.

1. Purpose and legal framework

This plan is Mountainville Academy’s 2026–27 Safe Routes to School / Child Access Routing Plan (“SRTS Plan” or “CARP”). It identifies safe routes and operating practices for students and families traveling to and from school and serves as a common coordination document for the school, Alpine City, crossing guards/law enforcement, and families.

Under Utah law, all K–8 schools — public, private, and charter — are required to develop, review, and distribute a Safe Routes Utah plan (child access routing plan). Utah State Board of Education Rule R277-600 defines a child access routing plan as the annual plan submitted to UDOT under Utah Code § 53G-4-402(19)(c). Consistent with UDOT’s Safe Routes Utah process, the completed plan consists of two parts that must be distributed together: (1) this text description, and (2) a safe routing map generated through the UDOT/Safe Routes Utah mapping system. A map is not yet attached to this draft; one should be completed and approved before family distribution.

For a charter school, Mountainville will route the completed plan and map to its governing board for review and approval before submission to UDOT. The plan must then be reviewed, updated, and reapproved at least annually, and distributed to students, parents/guardians, and school employees — preferably at the start of each school year. State Board of Education rule also requires the LEA’s website posting of this plan to include notice that it may not account for registered sex-offender locations.

This draft should be finalized using the current UDOT/Safe Routes Utah mapping system and submission process; confirm current procedural details (submission contact, deadlines, and format) directly with UDOT/Safe Routes Utah before final adoption.

How the required map is created: The safe routing map is created directly by the school in UDOT’s Safe Routes for Schools mapping system at saferoutesutahmap.com (login/support: contact@saferoutesutah.com), not drafted as a separate narrative document. The general steps are: (1) identify a Safe Routes Mapping Committee — typically the school administrator, local law enforcement, the City/County engineer or public works contact, PTA/PTO, and interested parents; (2) build or update the school’s map in the mapping system, marking the walk zone (typically a one- to two-mile radius), designated crossings, hazards, and recommended routes; (3) generate

the accompanying Safe Routes Report from the mapping site; (4) for a charter school, route the map and report to the governing board for approval in place of a school district; and (5) once approved, the map is submitted to UDOT and distributed to families alongside this text plan. UDOT’s statewide Safe Routes Utah coordinator (khoschouer@utah.gov) can assist with account setup and technical questions. This plan should not be distributed to families as final until the approved map is attached.

2. School and operating context

Campus	Mountainville Academy, 195 S. Main Street, Alpine, UT 84004
Main roadway	Main Street
Key nearby intersections	100 South / Main Street; 120 South / Main Street; school access / Main Street
Primary arrival window	7:45–8:30 a.m. (school bell 8:30 a.m.)
Primary dismissal window	3:00–3:15 p.m. (release 3:00 p.m.); Fridays: noon dismissal (release 12:00 p.m.)
Nearby park-and-walk area	Legacy Park and legally available public parking/curb areas near the park.

3. Existing traffic-management practices

Mountainville’s December 2025 carpool guidelines already establish the following core practices, which are carried forward into this plan:

- Vehicles arriving from the north should not turn left into the school; instead, continue to the roundabout and return northbound to enter by right turn. Left turns into and out of the main school access are now physically blocked by the City-installed barricade at all times, not only during arrival/dismissal.
- Vehicles arriving from the south queue on the right shoulder of Main Street while waiting to enter, without blocking residences, businesses, or intersecting roads.
- On campus, drivers use available pickup/drop-off lanes, follow staff direction, keep phones put away, pull fully forward, and place vehicles in park while students enter or exit.
- Families using off-site pickup should use legal public parking/curb areas, never block driveways or intersections, avoid red curbs/private business lots, and have children cross Main Street only at designated crossings.
- The school encourages traffic to disperse away from Main Street when practical and discourages unsafe or disruptive U-turns during peak arrival/dismissal.

4. Designated student routes and crossings

Walking and bicycling

- Students should use sidewalks or established pedestrian paths where available and avoid walking in vehicle queue lanes.
- Main Street should be crossed only at designated crosswalks. The school’s new crosswalk is located directly in front of the school.
- A February 2026 Fehr & Peers pedestrian crossing warrant study confirmed this relocated school crossing is warranted, but only on the condition that left-turn movements into and out of the main school access are restricted during drop-off and pick-up — consistent with the no-left-turn practice in Section 3. The study also found that a proposed crossing at the north leg of Main Street & 100 South does not currently meet the full pedestrian warrant using winter counts, but recommended the City

consider it at its discretion, since spring/summer pedestrian volumes are expected to be meaningfully higher.

- The Mountainville Academy Traffic Impact Study (Hales Engineering, May 2025) recommends migrating the crosswalk previously located at 120 South to a mid-block “Danish offset” crosswalk with a pedestrian refuge island, potentially paired with rectangular rapid-flashing beacons (RRFBs), and recommends updating striping and school-crossing signage at Main Street & 100 South (per Utah Code § 41-6a-1002) given the volume of student crossings it already serves.
- Where a crossing guard is present, students must follow the crossing guard’s direction and wait for the group to be released.
- Bicycles and scooters should be walked through congested campus pickup/drop-off areas and across heavily used school crossings when conditions warrant.

Legacy Park “park-and-walk” route

When the route and parking areas are legally open, students whose parents/caregivers use Legacy Park as an off-site meeting point should walk north using the designated pedestrian route and crossings, remain on sidewalks/paths, and meet caregivers only in lawful parking or waiting locations. Students should not be directed to cross mid-block or enter moving traffic to reach a vehicle.

Current condition (August 2026): Alpine City has installed a barricade in front of the school site. Separately, effective Monday, August 24, 2026, the City has posted parking-restriction signage and cones at Legacy Park limiting on-street parking during the following windows: Monday–Thursday, 2:30–3:30 p.m., and Friday, 11:30 a.m.–12:30 p.m. — both of which correspond directly to Mountainville’s pick-up periods (see Section 2). Families have raised concerns about these changes directly with Alpine City. This plan recommends that any permanent restriction follow a joint evaluation of safety, congestion, neighborhood effects, and proposed alternatives, with meaningful input from the school and families.

Related traffic study: A February 2026 Fehr & Peers re-routing scenarios assessment prepared for Alpine City discusses on-street staging around Legacy Park (along Main Street, 100 South, and Center Street) as a factor in current congestion and identifies — as one option among several discussed with the City — a potential pilot of alternative on-street staging on Red Pine Drive. The Red Pine Drive concept was identified in the assessment as a potential alternative, but it has not been adopted or agreed upon by Mountainville Academy and Alpine City as a replacement for Legacy Park. Mountainville’s position, reflected in this plan, is that Legacy Park remains the school’s preferred off-site pickup location when lawful access can be maintained safely: it is a public City park with established pedestrian access, and families have relied on it for years without the need to route students onto narrower residential side streets. Mountainville has not been able to confirm the purpose, expected duration, or decision-making process behind either the school-site barricade or the new Legacy Park parking-restriction signage/cones in advance of their installation. This plan requests that the City (1) restore or clarify lawful Legacy Park access consistent with historical use while any alternative is evaluated, (2) engage the school and families directly before any change to Legacy Park access takes effect, and (3) if an alternative location such as Red Pine Drive is proposed, provide a capacity, pedestrian-safety, traffic-circulation, and neighborhood-impact analysis specific to Red Pine Drive before it is adopted as a school staging location. Mountainville will update this section and the family-facing map once an agreeable decision has been made.

5. Arrival plan

1. 7:45–8:30 a.m.: staff supervise campus arrival and vehicle unloading areas.
2. North-origin vehicles continue south past the school and use the roundabout before entering the school northbound by right turn.
3. South-origin vehicles queue on the right shoulder where legally permitted and keep intersections, driveways, and business/residential access clear.

4. Families choosing a walk-in option should use a legal pull-off/parking location and a designated crossing; students should not be discharged into a travel lane.

6. Dismissal and pickup plan

A. On-site pickup (preferred when capacity allows)

- 3:00–3:10 p.m.: vehicles enter from the south/northbound direction by right turn; left-turn entry from Main Street is blocked by the City-installed barricade at all times, not only during peak pickup.
- Parents follow staff direction and use the shortest available school pickup lane.
- No vehicle should block a residence, business, intersection, crosswalk, or emergency access.
- Where practical, exiting vehicles disperse north/east/west using the City street network rather than immediately creating additional turning conflicts in front of the school.

B. Off-site / park-and-walk pickup

- Use only legal public parking or curb areas that are open under current City signage and restrictions.
- Legacy Park is the school’s historically used park-and-walk destination and is the preferred off-site concept if lawful access can be maintained safely.
- Caregivers should arrive early enough to park rather than circulate continuously; students walk to the meeting point via designated pedestrian routes.
- No pickup from red curbs, blocked driveways, private business parking without permission, or locations that require a student to cross Main Street outside a designated crossing.
- If Legacy Park access is permanently restricted, the school and City should identify and evaluate equivalent safe park-and-walk capacity before redirecting a significant number of vehicles into the school queue or surrounding residential streets.

7. Current hazard and mitigation assessment

Hazard / concern	Risk	Current mitigation	2026–27 action
Heavy Main Street queues at dismissal	Vehicle conflicts; blocked access; roundabout backup	Right-turn entry pattern; shoulder queue; staff-directed campus lanes	Monitor queue length; coordinate changes with City before restricting alternate pickup capacity.
Student crossing of Main Street	Pedestrian exposure	Designated crossing in front of the school	Maintain crossing-guard coverage and reinforce family/student crossing rules.
Left turns / U-turns near school, including at the relocated school crosswalk	Conflict points and delay; vehicle/pedestrian conflict at the crosswalk identified in the Feb. 2026 crossing warrant study	Left turns into and out of the main access are physically blocked by the City-installed barricade at all times (exceeding the crossing study’s minimum condition of restricting them during drop-off/pickup only); unsafe U-turns discouraged.	Maintain the no-left-turn condition; coordinate with the City on whether the full-time barricade restriction is intended to be necessary and permanent, and communicate route alternatives.
Off-site pickup and on-street staging near Legacy Park (Main St., 100 S., Center St.)	Pedestrian/vehicle mixing and on-street U-turns from the shoulder, but reduces school-lot concentration; pedestrians cross 100 South to reach vehicles	Park-and-walk with a designated walking route; informal on-street staging; school-site barricade and new Legacy Park parking-restriction cones/signage now in place	Preserve lawful Legacy Park access as the preferred off-site location; jointly review the barricade and parking restrictions with the City; engage in the City’s public process (including City Council) before any alternative staging location is adopted; update family communications once the City decides.

Hazard / concern	Risk	Current mitigation	2026–27 action
Private lots / red curbs / blocked access	Conflict with businesses/residents ; unsafe stopping	School prohibits these behaviors	Repeat enforcement expectations in family communications.
Temporary or future construction / street changes	Routes may change unexpectedly	Case-by-case staff direction	Update plan/map promptly after material City street or access changes.

8. Coordination with Alpine City

Mountainville Academy requests a collaborative review of this plan and of any City action that materially changes student pedestrian access or established pickup patterns. Legacy Park is of particular importance. Alpine City’s own prior traffic work provides relevant context:

- A 2018 Hales Engineering traffic study presented to Alpine City observed students walking to Legacy Park for pickup and stated that the two pickup areas were beneficial because they divided traffic congestion between Main Street and the school parking lot.
- Alpine City’s 2026 Traffic Management Plan describes the existing Legacy Park practice as “park and walk,” recognizes it as a school-area congestion-management strategy, and states that Alpine could encourage more park-and-walk activity during arrival and dismissal.
- The May 2025 Hales Engineering Mountainville Academy Expansion Traffic Impact Study (distinct from the 2018 study above) recommends Option 2a site circulation, a raised median with right-in/right-out access, consideration of a traffic signal at Main Street & 100 South, and staggered release times to reduce reliance on off-site pick-up.
- A Fehr & Peers memorandum to Alpine City (February 4, 2026) evaluated marked pedestrian crossings at the relocated school access and at Main Street & 100 South (north leg) using UDOT Policy 06C-27 scoring; it found the school crossing warranted (conditioned on restricting left turns at the main access during pick-up/drop-off) and recommended the City consider the 100 South crossing at its discretion. It also recommended the City refresh faded crosswalk striping and audit red-curb painting near crossings and driveways for sight distance.
- A companion Fehr & Peers memorandum to Alpine City (February 11, 2026), the Mountainville Academy Re-Routing Scenarios Assessment, evaluated eliminating left-turn ingress/egress at the school and discussed several options for updating on-street staging, including a north egress consistent with Option 2a of the 2025 Hales Engineering Traffic Impact Study, left-turn restrictions with coning during pick-up/drop-off, and an alternative on-street staging concept on Red Pine Drive. The Red Pine Drive concept was identified as a potential alternative, but it has not been adopted or agreed upon by Mountainville Academy and Alpine City as a replacement for Legacy Park. Mountainville’s position, per Section 4 above, is that Legacy Park should remain available for off-site pickup when lawful access can be maintained safely unless and until the City completes a public process — including a capacity, pedestrian-safety, traffic-circulation, and neighborhood-impact analysis specific to Red Pine Drive — with school and family input. The memo also notes a raised median along Main Street was discussed but tabled near-term due to impacts on adjacent business access, in favor of temporary coning.
- Accordingly, before traffic is redirected elsewhere, any permanent restriction that removes Legacy Park pickup capacity should include evaluation of pedestrian safety, queue length, traffic redistribution, neighborhood impacts, and equivalent safe replacement park-and-walk capacity.

Items to resolve before final adoption

- ☐ Purpose, duration, and status of the school-site barricade
- ☐ Lawful Legacy Park parking and access
- ☐ Crossing-guard locations and coverage
- ☐ Any proposed alternative staging location, including required site-specific analysis
- ☐ Final Safe Routes Utah map
- ☐ Updated family arrival and pickup instructions

9. Family communication and student expectations

- Publish the final plan/map on the school website and distribute it to families near the beginning of the school year and after material changes.
- Use short reminder communications during the first weeks of school and whenever traffic patterns change.
- Teach students to use designated crossings, follow crossing guards, stay on sidewalks/paths, and wait in agreed meeting locations away from moving vehicles.
- Encourage carpooling and park-and-walk strategies that reduce idling and congestion while maintaining safe pedestrian routes.

10. Annual review and approval

This plan should be reviewed at least annually and whenever there is a material change to road configuration, crossing controls, school access, parking availability, construction, or a designated off-site pickup location. The review should include school administration and, where applicable, Alpine City staff, law enforcement/public safety, crossing-guard representatives, parents, and the governing board.

Role	Name / title	Signature	Date
School administrator (Mountainville Academy)			
Alpine City coordination contact			
Public safety / crossing-guard representative			
Governing board acknowledgement			

This schematic is for planning discussion only. Replace or supplement it with the current Safe Routes Utah/UDOT map or another approved map showing precise sidewalks, crossings, curb restrictions, and legal parking before broad family distribution.

Appendix A — Source notes

UDOT Safe Routes Utah Program

Current UDOT guidance: all K–8 public, private, and charter schools must create and distribute a Safe Routes Utah / child access routing plan.

<https://connect.udot.utah.gov/business/public-entities/safe-routes-to-school-srts-program/>

Utah State Board of Education Rule R277-600

Defines child access routing plan as the annual plan submitted to UDOT under Utah Code § 53G-4-402(19)(c); includes LEA website notice requirements.

<https://schools.utah.gov/adminrules/R277-600>

Utah Code § 53E-3-710

Requires a school district or charter school, before school-site construction, to submit to UDOT a child access routing plan described in § 53G-4-402.

<https://le.utah.gov/xcode/Title53E/Chapter3/53E-3-S710.html>

Mountainville Academy – Carpool Guidelines, Dec. 2025

Provides the school's existing arrival, pickup, off-site pickup, crosswalk, queue, and Legacy Park practices.

Internal Mountainville Academy Google Drive document (not a public URL).

Hales Engineering – Mountainville Academy Traffic Study (2018; presented to Alpine City 2019)

Observed Legacy Park pickup and described the two pickup areas as beneficial for dividing congestion.

<https://www.utah.gov/pmn/files/465889.pdf>

Alpine City Traffic Management Plan (2026)

Describes Legacy Park pickup as “park and walk,” and discusses encouraging park-and-walk as a congestion strategy.

<https://www.alpineut.gov/AgendaCenter/ViewFile/Agenda/04142026-522>

Fehr & Peers – Mountainville Academy Access and 100 S & Main St Crossing Warrant Studies (Feb. 4, 2026)

Pedestrian crossing warrant analysis for the relocated school crossing and a proposed Main Street & 100 South crossing; recommends conditioning the school crossing on left-turn restrictions.

Prepared for Alpine City; provided to the school by Alpine City / traffic consultant (not a public URL confirmed as of this draft).

Fehr & Peers – Mountainville Academy Re-Routing Scenarios Assessment (Feb. 11, 2026)

Evaluates no-left-turn ingress/egress, a north egress via Option 2a, and replacing on-street Legacy Park-area staging with a piloted staging area on Red Pine Drive.

Prepared for Alpine City; provided to the school by Alpine City / traffic consultant (not a public URL confirmed as of this draft).

Hales Engineering – Mountainville Academy Expansion Traffic Impact Study (May 30, 2025, UT25-3003)

Full traffic impact study for the school expansion; recommends Option 2a site circulation, a raised median with right-in/right-out access, a Danish offset crosswalk near 120 South, and possible signal at Main Street & 100 South.

Prepared by Hales Engineering; provided to the school by Alpine City / traffic consultant (not a public URL confirmed as of this draft).

Prepared August 2026. This document is an operational safety plan and coordination draft, not legal advice. Confirm current UDOT submission/distribution steps and any City parking/traffic restrictions before final adoption.

If a CLOSED MEETING is needed:

Sample Motion

I move to pause the regular meeting and move into a closed meeting

to be held in the Conference Room at City Hall

to discuss _____ *(state the purpose)*

- pending or reasonably imminent litigation;
- the purchase, exchange, sale, or lease of real property;
- the character, professional competence, or physical or mental health of an individual;
- the deployment of security personnel, devices, or systems;

and that at the end of the closed meeting

the open City Council meeting will be adjourned.

The **City Council** is holding a
brief closed meeting.



They will return to the open
meeting shortly.