



**CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING
NOTICE & AGENDA
DECEMBER 16, 2025
6:15 PM**

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on December 16, 2025 beginning at 6:15 p.m. or immediately after the Local Building Authority meeting at 6:00 p.m. These meetings will be held at City Hall, 10 East Center Street, North Salt Lake, Utah., in the Council Chambers.

Meetings of the City Council may be conducted via electronic means pursuant to Utah Code Ann. §52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted in accordance with the City's Electronic Meetings Policy.

The following items of business will be discussed; the order of business may be changed as time permits:

REGULAR SESSION

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Ted Knowlton
3. Citizen Comment
4. Council Reports
5. City Attorney Report
6. Mayor's Report
7. City Manager Report
8. Introduction and Swearing In of 2025-26 NSL Youth City Council Leadership
9. Consideration of Mayor's Appointment of Planning Commission Members for Terms Expiring on December 31, 2025
10. Consideration of Ordinance 2025-21: An Ordinance Amending Title 9, Chapter 8, Section 6 of City Code Adopting the International Wildland-Urban Interface Code and Appendices A-C
11. Consideration of Approval for Contract Services with Flock Safety for ALPR and Associated Software Services for the Police Department
12. Consideration of Bid Award for Work on Eagleridge Drive Landscaping in the Amount of \$593,482.67

13. Consideration of Resolution 2025-53R: A Resolution Approving the Master Agreement with the Utah Department of Transportation (UDOT)
14. Consideration of Resolution 2025-59R: A Resolution Accepting the Proposed Transfer of Surplus Property from the I-15 Reconstruction Project to the City of North Salt Lake
15. Approval of City Council Minutes of December 2, 2025
16. Discussion of Action Items
17. Adjourn

CLOSED SESSION

1. Possible closed session for the purpose of discussing the character professional competence, or physical or mental health of an individual; to discuss pending or reasonably imminent litigation; to discuss the purchase, exchange, sale, or lease of real property; or to discuss the deployment of security personnel, devices, or systems. *Utah Code 52-4-205*

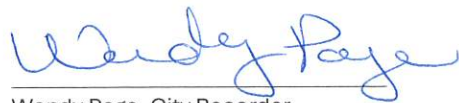
City Council meetings are open to the public. If you need special accommodation to participate in the meeting, please call (801) 335-8709 with at least 24 hours' notice. This meeting will be broadcasted live through the City's YouTube channel:

<https://www.youtube.com/@nslutah4909/streams>

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, certify that copies of the forgoing agenda for the City Council meeting(s) were posted on the Utah Public Notice Website: <https://www.utah.gov/pmn/>, City's Website: <https://www.nslcity.org>, and at City Hall: 10 East Center Street, North Salt Lake.

Date Posted: December 15, 2025



Wendy Page, City Recorder





MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Pace, Community Development Director

DATE: December 16, 2025

SUBJECT: Planning Commission appointments

RECOMMENDATION

City staff supports Mayor Horrocks' appointment of Jacob Kapp and Scott Jones to the Planning Commission, seats 1 & 2, for a full term from January 1, 2026 to January 1, 2030.

BACKGROUND

The Planning Commissioners Brandon Tucker and Bill Ward have each served two full terms in seats 1 & 2. Both Commissioners have been exemplary members during their appointments. The City is grateful for their willingness to serve and their valuable contribution to Commission.

The City received application from 17 residents who were interested in and willing to serve on the Planning Commission for the appointments that will run January 1, 2026 to January 1, 2030. The Mayor is recommending the appointment of Jacob Kapp and Scott Jones for the vacancies. Both have agreed to accept the appointment.

PROPOSED MOTION

I move that the City Council approve Mayor Horrock's appointment of Jacob Kapp and Scott Jones to the Planning Commission, seats 1 & 2, respectively for the term of January 1, 2026 to January 1, 2030.

Attachments

- 1) Current Planning Commission Terms/Appointments

City of North Salt Lake

Planning Commission Roster

Seat 1	
Term Period	
12/06/2011-12/06/2014	Robert Drinkall
1/20/2015-1/20/2018	Robert Drinkall
1/1/2018-1/1/2022	Brandon Tucker
1/1/2022-1/1/2026	Brandon Tucker
1/1/2026-1/1/2030	Jacob Kapp

Seat 2	
Term Period	
10/01/2013-10/01/2016	Lisa Baskin
10/1/2016-1/1/2018	Lisa Baskin
1/1/2018-1/1/2022	Bill Ward
1/1/2022-1/1/2026	Bill Ward
1/1/2026-1/1/2030	Scott Jones

Seat 3	
Term Period	
10/22/2014-10/22/2017	Kent Kirkham
10/22/2017-1/1/2021	Kent Kirkham
1/1/2021-1/1/2025	Ted Knowlton (1/1/2021-1/4/2022) Irene Stone (1/4/2022-1/1/2025)
1/1/2025-1/1/2029	Irene Stone

Seat 4	
Term Period	
1/7/2014-1/7/2017	Stephen Garn
1/7/2017- 1/1/2021	Stephen Garn
1/1/2021-1/1/2025	Katherine Maus (1/1/2021-4/1/2024) Jon Marsh (7/16/2024-1/1/2025)
1/1/2025-1/1/2029	Jon Marsh

Seat 5	
Term Period	
10/9/2012-10/09/2015	Ted Knowlton
10/9/2015-1/1/2020	Ted Knowlton
1/1/2020-1/1/2024	Ron Jorgensen
1/1/2024-1/1/2028	Ron Jorgensen

Seat 6	
Term Period	
2/2/2016-1/1/2020	Leslie Mascaro (2/2/2016-6/5/2018); Natalie Gordon (6/5/2018- 1/1/2020)
1/1/2020-1/1/2024	Alisa VanLangeveld (1/1/2020-1/1/2022) Ryan Holbrook (1/1/2022-1/1/2024)
1/1/2024-1/1/2028	Ryan Holbrook

Seat 7	
Term Period	
N/A	Ryan Mumford
1/1/2018-1/1/2019	Breanna Larson
1/1/2019-1/1/2023	Breanna Larson
1/1/2023-1/1/2027	Breanna Larson

Print

Planning Commission Application - Submission #11048

Date Submitted: 10/22/2025

2025 PLANNING COMMISSION APPLICATION

The Planning Commission's role is to promote and coordinate comprehensive long-range planning, growth management, transportation, etc. and serves as an advisory board to the City Council.

Contact Information

First Name*

Jacob

Last Name*

Kapp

Address1*

Address2

City*

North Salt Lake

State*

UT

Zip*

84054

Phone Number*

[REDACTED]

Email Address

[REDACTED]

Occupation:

Construction

Education:

Construction Management/ Construction Estimating

Please describe your business and professional experience, including areas of expertise:

Owner of Kapp Construction based in Ogden. I have been in the construction industry for 35 years with vast knowledge of construction issues.

Please describe your interest in civic and community activities:

Involved with the national Association of Builders and Contractors I was the past Chairman of the Utah Chapter. I am currently on the National PAC Committee for the organization. I have been a resident of North Salt Lake for 11 Years.

Please describe why you want to be a member of the Planning Commission:

I feel that my knowledge of the construction industry would be helpful to have that point of view on the commission.

Please describe what you believe is the most important contribution you can make as a member of the Planning Commission:

Knowledge of construction regulations and zoning.

Please describe your knowledge of, or experience in, planning and zoning issues:

I deal with developers daily on subdivision projects that they are completing in Northern Utah. They will have us review plans prior to submitting to cities for approval to catch any items that may be missed by engineering.

Please describe what you believe are North Salt Lake's biggest planning and land use issues:

Affordable Housing and Hillside Protection.

Planning Commission regular meetings are held the 2nd and 4th Tuesday of each month at 6:30 pm, with special meetings scheduled as needed. Please explain your availability to attend or conflicts that might interfere with this schedule:

No issues at all unless out of town on vacation.

Meeting materials are delivered on the Thursday prior to the Planning Commission meeting. A 2-3 hour commitment prior to meetings is necessary to read written materials and otherwise prepare for those meetings. Please explain any difficulties you may have meeting this commitment and any special delivery accommodations that can be made to assist you:

None

Do you have any property ownership, other than your home, or any business or personal relationships which might be considered a conflict of interest in carrying out your responsibilities on the Planning Commission? If yes, please explain. You will also need to file a conflict of interest form with the City Recorder.

Own a building lot in the Eaglewood Cove Subdivision in addition to my current home. My business will at times bid on the public works projects the city has for bid.

Utah Code §10-9a-302(6) requires Planning Commissioners to attend annual training (1 hour) on the general powers and duties of the Planning Commission (which must be completed prior to participation at a public meeting) and an additional 3 hours of annual land use training.

Thank you for your application. If you have questions related to the position, please contact Sherrie Pace, Community Development Director, at 801-335-8705 or at sherriep@nslcity.gov.

Jacob Kapp

North Salt Lake, UT 84054

EMPLOYMENT

Kapp Construction and Development Co. Inc.

1991-current

President/Owner

Provide leadership and direction for all aspects of Construction Company. Manage a workforce of over 90 employees as well as coordination of all sub-contract work. Responsible for success in project management, scheduling, estimating, negotiations, land planning, budget development and strategic planning. Possess strong analytical and conflict management skills and the ability to trouble shoot issues. Encourage mentoring, communication and team building skills throughout the company. Work directly with customers to ensure quality standards and product delivery dates are met. Formulate company policies and ensure adherence.

EDUCATION and LICENSING

- Weber High School 1988-1991
General diploma
- Weber State University 1991-1992
- Construction Estimating Institute 1993
Certified Takeoff Estimator
- General Engineering and Building Contractor License 1994
- Rapport Leadership International 2004-2005
Master Graduate

PHILANTHROPIC EXPERIENCE

Ogden Dinosaur Park & Museum Foundation

2007-2015

Board member/Vice Chair (former)

Provide leadership and governance for the Foundation through construction projects, fundraising, special events, volunteer work, human resources educational programming and general needs.

Building Utah Youth (BUY)

2008-2010

Board member

Initial member involved in developing a program to send teenagers through Leadership Training through Rapport International. Provide leadership, mentoring, fundraising and special events support.

Association of Builders and Contractors (Utah Chapter)

2017-Current

Board Member (Board Chair 2023)

National Organization that promotes the merit shop philosophy. Helped hire a new Utah Chapter President in 2022 along with building a new office building located in North Salt Lake City, Utah .

Association of Builders and Contractors National P.A.C Committee
Committee Member

2024-Current

Print

Planning Commission Application - Submission #11059

Date Submitted: 10/25/2025

2025 PLANNING COMMISSION APPLICATION

The Planning Commission's role is to promote and coordinate comprehensive long-range planning, growth management, transportation, etc. and serves as an advisory board to the City Council.

Contact Information

First Name*

Scott

Last Name*

Jones

Address1*

Address2

City*

North Salt Lake

State*

UT

Zip*

84054

Phone Number*

[REDACTED]

Email Address

[REDACTED]

Occupation:

Retired

Education:

BYU/UofU

Please describe your business and professional experience, including areas of expertise:

Self-employed starting Access RV in NSL.

Please describe your interest in civic and community activities:

I want to keep NSL a great place to live and enjoy serving others.

Please describe why you want to be a member of the Planning Commission:

I have lived in NSL since 1968, living in various parts of the city over that time. I love this city and want to see it grow in a way that preserves the intimacy of a small town with the benefits of urban living.

Please describe what you believe is the most important contribution you can make as a member of the Planning Commission:

The perspective of a resident and a recent business owner in the community.

Please describe your knowledge of, or experience in, planning and zoning issues:

I have worked with NSL planning and zoning while building Access RV. I have also had experience with the Salt Lake Planning and Zoning department from past projects.

Please describe what you believe are North Salt Lake's biggest planning and land use issues:

Better connection between the East and West sections. Minimizing train track congestion on Center St.

Planning Commission regular meetings are held the 2nd and 4th Tuesday of each month at 6:30 pm, with special meetings scheduled as needed. Please explain your availability to attend or conflicts that might interfere with this schedule:

I'm available

Meeting materials are delivered on the Thursday prior to the Planning Commission meeting. A 2-3 hour commitment prior to meetings is necessary to read written materials and otherwise prepare for those meetings. Please explain any difficulties you may have meeting this commitment and any special delivery accommodations that can be made to assist you:

I can do this.

Do you have any property ownership, other than your home, or any business or personal relationships which might be considered a conflict of interest in carrying out your responsibilities on the Planning Commission? If yes, please explain. You will also need to file a conflict of interest form with the City Recorder.

I am a part-owner of the property at 550 South Redwood Road, which is rented by Bish's RV.

Utah Code §10-9a-302(6) requires Planning Commissioners to attend annual training (1 hour) on the general powers and duties of the Planning Commission (which must be completed prior to participation at a public meeting) and an additional 3 hours of annual land use training.

Thank you for your application. If you have questions related to the position, please contact Sherrie Pace, Community Development Director, at 801-335-8705 or at sherriep@nslcity.gov.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Pace, Community Development Director

DATE: December 16, 2025

SUBJECT: Consideration of Ordinance 2025-21: an ordinance amending Title 9, Chapter 8, Section 6 of City Code adopting the International Wildland-Urban Interface Code and Appendices A-C

RECOMMENDATION

The Planning Commission recommends to the City Council the proposed amendments to City Code Section 9-8-6 adopting the International Wildland-Urban Interface Code with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.

BACKGROUND

During the 2025 Legislative Session, HB 48 was approved with an effective date of January 1, 2026. The bill has two components, first requires the State Division of Forestry, Fire and State Lands to create an administrative rule that establishes a classification for properties deemed to be the highest risk for wildland fires. That assessment will have 3 classes of risk and will have a yearly fee based upon the classification. Those in the highest risk may have their assessment classification reduced by implementing building improvements to "harden" the structures against fire and by creating a defensible space around the structure. The state will release the high-risk WUI map in January 2026, and property owners will have until 2028 to have their properties re-assessed for reduction in classification. Beginning in 2028 fees based upon that classification and sq. ft. of the primary structure.

The second is the requirement that municipalities adopt the International Wildland-Urban Interface (WUI) Code prior to January 1, 2026. Counties have been required to adopt the code for many years. The WUI Code regulates construction codes in areas where urban development abuts open lands and is at risk of wildfire.

REVIEW

The State of Utah has officially adopted the 2006 WUI Code, but it is expected that the state will adopt the 2024 version in the upcoming legislative session. Below is a summary of the 2006 WUI code.

1. Applicability (Ch. 1):

- Construction, alteration, movement, repair, maintenance and use of any building, structure or premise within the WUI area. Additions or alterations to existing buildings would need to be built to the standards in the WUI code.
- One story accessory structures 120 sq. ft. or less are exempt provided they are a minimum 50 feet from any adjacent structure.
- Defensible space requirements are applicable to all properties within the WUI.
- Alternative materials and methods are available to code official

2. Permit Applications (Ch. 1):

- Site plan must include topography, width and slope of adjacent road, landscape and vegetation details, location of structures (existing and proposed) and building envelopes, overhead utilities, occupancy classification, type of ignition-resistant construction, roof classification and water supply system.
- Vegetation management plan required if the applicant requests a reduction of the fire hazard severity score established under Appendix C.
- Fire protection plan when required by Code Official (subdivision level)
- Other data when required by Code Official, such as fuel loading, or info to classify fire-restrictive vegetation
- Vicinity plan 300 feet from property lines, detailing other structures, slope, vegetation, fuel breaks, water supply, and access roads

3. Access (Ch. 4):

- Requirement for key boxes for gated access
- Driveways for structures more than 150 feet from fire apparatus access road:
 - 12 ft. wide
 - 13.5 ft. clearance height
 - Turnarounds for emergency vehicles
 - Turnouts for drives greater than 200 feet and less than 20 feet wide
 - Max driveway access for 5 dwellings
- Fire apparatus access road
 - All weather roads min. 20 feet and 13.5 foot clearance
 - Grade negotiable by specific fire apparatus normally used in the area, not to exceed 12%
 - Signage (size of letters, reflective, mounting height)
 - Hydrant marking
 - Address markers posted at driveway entrances (both directions)

4. Water Supply (Ch. 4):

- Water source locations
- Defensible space around water sources
- Standby power for water sources

5. Special Construction Regulations (Ch. 5):

- Fire hazard severity rating for building sites are determined by Appendix C checklist
 - Moderate
 - High
 - Extreme
- Ignition-Resistant Construction based upon 3 rating classes
 - Roof covering
 - Protection of eaves
 - Exterior walls
 - Appendages and projections over 10% slopes
 - Exterior glazing
 - Exterior doors
 - Vents
 - Detached accessory structures less than 50 feet have 1 hour fire walls
- Replacement & repair of roof coverings of 25% or more of the roof in a 12 month period must be ignition-resistant construction specified for applicable classification

6. Defensible Space (Ch. 6)-applicable to all properties in WUI Area

- Fuel modification by site classification
 - Moderate 30 feet
 - High 50 feet
 - Extreme 100 feet
- Trees allowed in defensible space if crowns of trees 10 feet from overhead power and deadwood and litter removed from trees
- Community modification zones
 - HOA control
 - Modification plans on a site grading and elevation plan
 - Existing vegetation
 - Photos natural conditions
 - Grading plan with building locations, setbacks from slopes
- Maintenance
 - Annual
 - Modified kept clear of structures for fire operations
 - Responsibility of owners, lessors, controlling
 - Prune tree crowns 10 feet from structures
 - Prune branches to 6 feet above ground
 - Removal of deadwood and litter
- Spark arresters for sources with solid or liquid fuel
 - Fireplaces
 - Barbeques
 - Incinerators
 - Decorative heating appliances
- LP Gas Storage located in defensible space area
- Storage of firewood and combustible materials in unenclosed spaces prohibited:
 - Under structures
 - On decks
 - Under eaves, canopies, or other projections or overhangs
 - Storage in defensible area min. 30 feet from structures and 15 feet from crowns of trees

7. Appendix A-General Requirements (optional adoption)

- Vegetation control
 - 10 feet on each side of road or driveway
 - Clearance of brush/vegetation near power poles min.10 feet
 - Trimming from power lines based on voltage (4-15 feet)
 - Maintain clearance minimums based on voltage (6-115 inches)
- Access Restrictions
 - Closure of public lands by code official
 - Trespassing when posted for closed area
 - Motor vehicle access restricted where gated or signed
 - Use of motor vehicles or ultralight aircraft prohibited in WUI area without a permit except on established public or private roads
- Ignition source control
 - Clearance of 30 feet
 - Smoking prohibited within 15 feet of combustible materials
 - Equipment generating heat, sparks, or open flames may not be used without permit except in habituated premises or designated campsites and 30' from vegetation
 - Fireworks prohibited, except by permit
 - Outdoor fires prohibited except by permit for inhabited premises for permanent or portable bbq, outdoor fireplace or grill 30 feet from combustible material or nonfire-resistive vegetation
 - Permit conditions for outdoor fires prohibited:
 - High winds blowing
 - Without a person 17 years or older present at all times to watch and tend fire
 - When public announcement of open burning prohibited
 - Permit required for outdoor fireplaces, bbqs and grills and must have spark arrestors
- Control of Storage
 - Hazardous materials in excess of 10 gallons, 200 cubic feet of gas, 10 lbs. of solids require permit
 - Explosives prohibited
 - Outdoor storage of combustibles such as wood, tires, building materials, paper products meet storage standards
 - Pile size and separation
 - Dumping of waste material prohibited, including ashes and coals
- Protection of pumps and water storage
 - Fuel modification for defensible space of 30 feet
 - Trees minimum 30 feet from storage
 - Standby power required, unless underground power is provided
- Temporary land uses must comply with code
 - Permit required
 - Access roadways min. 24 feet and posted as NO Parking

8. Appendix B-Vegetation Management Plan

- Management plan describing all action taken to prevent a fire from being carried toward or away from a building
- Utah fire restrictive species list

- Grasses
- Perennials
- Shrubs and woody vines
- Trees

9. Appendix C-Fire Hazard Severity Form

- Subdivision design
- Vegetation
- Topography
- Roofing material
- Fire protection-water source
- Siding and decking
- Utilities

The proposed amendment of the WUI Code will be included in Title 9, Chapter 8 and will reference the most recent WUI Code adopted by the State of Utah. Commissioner Jorgenson suggested that the codification of the code include a hyperlink to the State Code for reference. He also suggested that the City create a webpage with information regarding firewise construction, defensible space, and summary of the regulations. After the code is adopted, staff will work with the fire district to draft a proposed WUI Overlay Area for consideration. All property owners will receive direct notice of the public hearing via mail.

PROPOSED MOTION

I move that the City Council approve Ordinance 2025-21: an ordinance amending Title 9, Chapter 8, Section 6 of City Code adopting the International Wildland-Urban Interface Code, including appendices A-C with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.

Attachments:

- 1) Ordinance 2025-21
- 2) Draft Amendment Redline Section 9-8-6
- 3) 2006 Utah Wildland-Urban Interface Code and Appendices

ORDINANCE NO. 2025-21

**AN ORDINANCE AMENDING TITLE 9 BUILDINGS AND
CONSTRUCTION, CHAPTER 8 PERTAINING TO THE
WILDLAND-URBAN INTERFACE CODE**

WHEREAS, the City of North Salt Lake is an incorporated city in Davis County Utah;
and

WHEREAS, the 2025 Utah State Legislature approved HB48 requiring all municipalities to adopt the Wildland-Urban Interface Code and appendices, as adopted by the state in Utah Code Annotated 15A-2-102 for the regulation and governing the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures and prevention of structure fires from spreading to wildland fuels; and

WHEREAS, the City Council of North Salt Lake finds the proposed amendments are required by the State of Utah and are necessary for the regulation of construction and the mitigation of the hazard to life and property from the intrusion of fire from wildland exposures, from adjacent structures, and prevention of structure fires from spreading to wildland fuels; and

WHEREAS, the Planning Commission of North Salt Lake held a public hearing on the proposed amendments on December 9, 2025 and recommended the proposed amendments to the City Council; and

WHEREAS, the City Council of North Salt Lake finds that changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this title; and

WHEREAS, the City Council finds that it is in the public interest that the North Salt Lake City Code, be amended at this time.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of North Salt Lake as follows:

Section 1. Code Amendment. Pursuant to Utah Code 10-20-502, Title 9 Buildings and Construction Ordinance is hereby amended as follows:

- a. As attached in Exhibit “A”;

Section 2. Effective Date. This Ordinance shall take effect upon posting as required in Utah Code 10-3-713.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah on this 16th day of December 2025.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Van Langeveld _____

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2025-21 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this _____ day of _____, 2025.

Wendy Page, City Recorder

[Seal]

TITLE 9
BUILDINGS AND CONSTRUCTION
CHAPTER 8
FIRE CODE AND REGULATIONS

SECTION:

9-8-1: Fire Code Adopted

9-8-2: Administration And Enforcement

9-8-3: Regulations And Prohibitions

9-8-4: Liquefied Petroleum Gas Storage

9-8-5: Residential Automatic Fire Sprinkler System Requirements

9-8-6: Wildland-Urban Interface Code

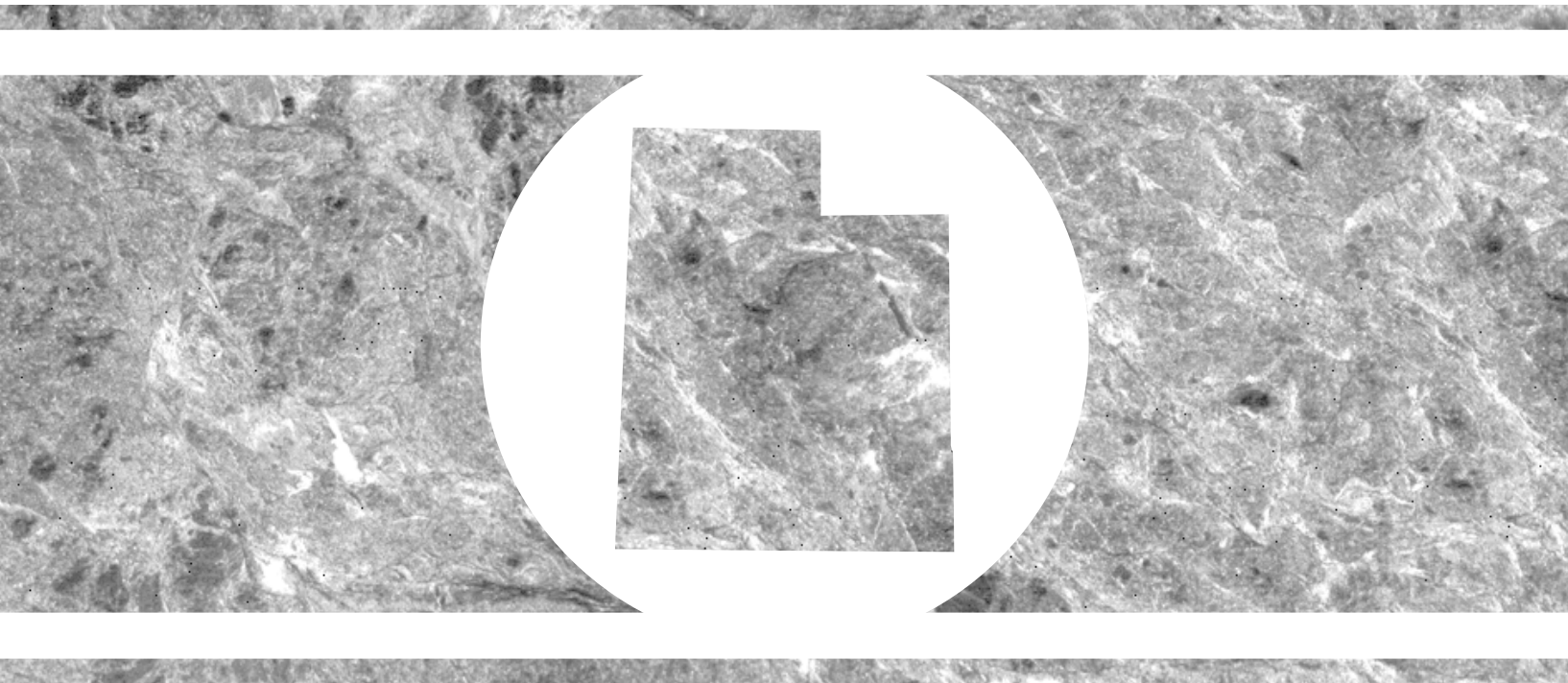
9-8-6: WILDLAND-URBAN INTERFACE CODE ADOPTED:

A. International Wildland-Urban Interface Code: For the purpose of prescribing regulations governing conditions hazardous to life and property from wildland fire within the area known as the Wildland-Urban Interface Overlay Area, the City of North Salt Lake hereby adopts the currently adopted Utah State Wildland-Urban Interface, including all of the provisions of Utah Code, Title 15A, Chapter 2, Section 102 and Appendices of the currently adopted edition of the International Wildland-Urban Interface Code. The fire code is hereby incorporated as if set out at length herein, and from the effective date hereof, the provisions thereof shall be controlling within the designated Wildland-Urban Interface Overlay Area.

B. In the event the State of Utah adopts or enacts a more recent version of any code referenced in this chapter or in Utah Code Annotated title 15A, that by virtue of its adoption by the State would require an amendment to this chapter, this chapter shall be deemed amended to adopt the newer version of the code on the effective date thereof.

C. Copy On File: Pursuant to Utah Code Annotated section 10-3-711, as amended, a copy of the code has been filed for use and examination by the public in the office of the city recorder prior to the adoption date hereof.

2006 UTAH WILDLAND-URBAN INTERFACE CODE



2006 Utah Wildland-Urban Interface Code

First Printing: July 2006
Second Printing: October 2006
Third Printing: March 2007
Fourth Printing: February 2008
Fifth Printing: June 2008

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CHAPTER 1

ADMINISTRATION

SECTION 101 GENERAL

101.1 Scope. The provisions of this code shall apply to the construction, alteration, movement, repair, maintenance and use of any building, structure or premises within the urban-wildland interface areas in this jurisdiction.

Buildings or conditions in existence at the time of the adoption of this code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this code, provided such continued use does not constitute a distinct danger to life or property.

Buildings or structures moved into or within the jurisdiction shall comply with the provisions of this code for new buildings or structures.

101.2 Objective. The objective of this code is to establish minimum regulations consistent with nationally recognized good practice for the safeguarding of life and property. Regulations in this code are intended to mitigate the risk to life and structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

The development and use of property in wildland-urban interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire-protection facilities to control the spread of fire in wildland-urban interface areas shall be in accordance with this code.

This code shall supplement the jurisdiction's building and fire codes, if such codes have been adopted, to provide for special regulations to mitigate the fire- and life-safety hazards of the wildland-urban interface areas.

101.3 Retroactivity. The provisions of the code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this code, to conditions which, in the opinion of the code official, constitute a distinct hazard to life or property.

101.4 Additions or alterations. Additions or alterations may be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided the addition or alteration conforms to that required for a new building or structure.

Exception: Provisions of this code that specifically apply to existing conditions are retroactive. See Section 601.1 and Appendix A.

Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally

unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

101.5 Maintenance. All buildings, structures, landscape materials, vegetation, defensible space or other devices or safeguards required by this code shall be maintained in conformance to the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures, landscape materials and vegetation.

SECTION 102 AUTHORITY OF THE CODE OFFICIAL

102.1 Powers and duties of the code official. The code official is hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the jurisdiction pertaining to designated wildland-urban interface areas. For such purposes, the code official shall have the powers of a law enforcement officer.

102.2 Interpretations, rules and regulations. The code official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance to the intent and purpose of this code.

A copy of such rules and regulations shall be filed with the clerk of the jurisdiction and shall be in effect immediately thereafter. Additional copies shall be available for distribution to the public.

102.3 Liability of the code official. The code official charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the code official or employee because of such act or omission performed by the code official or employee in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction. The code enforcement agency or its parent jurisdiction shall not be held as assuming any liability by reason of the inspections authorized by this code or any permits or certificates issued under this code.

102.4 Other agencies. When requested to do so by the code official, other officials of this jurisdiction shall assist and coop-

erate with the code official in the discharge of the duties required by this code.

SECTION 103 COMPLIANCE ALTERNATIVES

103.1 Practical difficulties. When there are practical difficulties involved in carrying out the provisions of this code, the code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special individual reason makes enforcement of the strict letter of this code impractical, the modification is in conformance to the intent and purpose of this code, and the modification does not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered into the files of the code enforcement agency.

If the code official determines that difficult terrain, danger of erosion or other unusual circumstances make strict compliance with the vegetation control provisions of the code detrimental to safety or impractical, enforcement thereof may be suspended, provided that reasonable alternative measures are taken.

103.2 Technical assistance. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to the inspection of the code official, the code official is authorized to require the owner or the person in possession or control of the building or premises to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the code official and the owner and shall analyze the fire safety of the design, operation or use of the building or premises, the facilities and appurtenances situated thereon and fuel management for purposes of establishing fire hazard severity to recommend necessary changes.

103.3 Alternative materials or methods. The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the *International Building Code*.

The code official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. The details of any action granting approval of an alternate shall be recorded and entered in the files of the code enforcement agency.

SECTION 104 APPEALS

104.1 General. To determine the suitability of alternative materials and methods and to provide for reasonable interpretations of the provisions of this code, there shall be and hereby is created a board of appeals consisting of five members who are qualified by experience and training to pass judgment on pertinent matters. The code official, building official and fire chief shall be ex officio members, and the code official shall act as secretary of the board. The board of appeals shall be appointed by the legislative body and shall hold office at their discretion. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render decisions and findings in writing to the code official, with a duplicate copy to the applicant.

104.2 Limitations of authority. The board of appeals shall not have authority relative to interpretation of the administrative provisions of this code and shall not have authority to waive requirements of this code.

SECTION 105 PERMITS

105.1 General. When not otherwise provided in the requirements of the building or fire code, permits are required in accordance with Section 105.

105.2 Permits required. Unless otherwise exempted, no building or structure regulated by this code shall be erected, constructed, altered, repaired, moved, removed, converted or demolished unless a separate permit for each building or structure has first been obtained from the code official.

When required by the code official, a permit shall be obtained for the following activities, operations, practices or functions within an wildland-urban interface area:

1. Automobile wrecking yard;
2. Candles and open flames in assembly areas;
3. Explosives or blasting agents;
4. Fireworks;
5. Flammable or combustible liquids;
6. Hazardous materials;
7. Liquefied petroleum gases;
8. Lumberyards;
9. Motor vehicle fuel-dispensing stations;
10. Open burning;
11. Pyrotechnical special effects material;
12. Tents, canopies and temporary membrane structures;
13. Tire storage;
14. Welding and cutting operations; or
15. Other activities as determined by the code official.

105.3 Work exempt from permit. Unless otherwise provided in the requirements of the building or fire code, a permit shall not be required for the following:

1. One-story detached accessory buildings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²) and

the structure is located more than 50 feet (15 240 mm) from the nearest adjacent structure.

2. Fences not over 6 feet (1829 mm) high.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

The code official is authorized to stipulate conditions for permits. Permits shall not be issued when public safety would be at risk, as determined by the code official.

105.4 Permit application. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the code enforcement agency for that purpose. Every such application shall:

1. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made.
2. Describe the land on which the proposed work, activity, operation, practice or function is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building, work, activity, operation, practice or function.
3. Indicate the use or occupancy for which the proposed work, activity, operation, practice or function is intended.
4. Be accompanied by plans, diagrams, computation and specifications and other data as required in Section 106 of this code.
5. State the valuation of any new building or structure or any addition, remodeling or alteration to an existing building.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as may be required by the code official.

105.5 Permit approval. Before a permit is issued, the code official, or an authorized representative, shall review and approve all permitted uses, occupancies or structures. Where laws or regulations are enforceable by other agencies or departments, a joint approval shall be obtained from all agencies or departments concerned.

105.6 Permit issuance. The application, plans, specifications and other data filed by an applicant for a permit shall be reviewed by the code official. If the code official finds that the work described in an application for a permit and the plan, specifications and other data filed therewith conform to the requirements of this code, the code official is allowed to issue a permit to the applicant.

When the code official issues the permit, the code official shall endorse in writing or stamp the plans and specifications APPROVED. Such approved plans and specifications shall not be changed, modified or altered without authorization from the code official, and all work regulated by this code shall be done in accordance with the approved plans.

105.7 Validity of permit. The issuance or granting of a permit or approval of plans, specifications and computations shall

not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or conceal the provisions of this code or other ordinances of the jurisdiction shall not be valid.

105.8 Expiration. Every permit issued by the code official under the provisions of this code shall expire by limitation and become null and void if the building, use or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building, use or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

Any permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The code official may extend the time for action by the permittee for a period not exceeding 180 days on written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once.

105.9 Retention of permits. Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the code official or other authorized representative.

105.10 Revocation of permits. Permits issued under this code may be suspended or revoked when it is determined by the code official that:

1. It is used by a person other than the person to whom the permit was issued.
2. It is used for a location other than that for which the permit was issued.
3. Any of the conditions or limitations set forth in the permit have been violated.
4. The permittee fails, refuses or neglects to comply with any order or notice duly served on him under the provisions of this code within the time provided therein.
5. There has been any false statement or misrepresentation as to material fact in the application or plans on which the permit or application was made.
6. When the permit is issued in error or in violation of any other ordinance, regulations or provisions of this code.

The code official is allowed to, in writing, suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 106 PLANS AND SPECIFICATIONS

106.1 General. Plans, engineering calculations, diagrams and other data shall be submitted in at least two sets with each application for a permit. When such plans are not prepared by an architect or engineer, the code official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a li-

censed architect or engineer. The code official may require plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state to practice as such even if not required by state law.

Exception: Submission of plans, calculations, construction inspection requirements and other data, if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this code.

106.2 Information on plans and specifications. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it will conform to the provisions of this code and all relevant laws, ordinances, rules and regulations.

106.3 Site plan. In addition to the requirements for plans in the *International Building Code*, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition-resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.

106.4 Vegetation management plans. When utilized by the permit applicant pursuant to Section 502, vegetation management plans shall be prepared and shall be submitted to the code official for review and approval as part of the plans required for a permit. See Appendix B.

106.5 Fire protection plan. When required by the code official pursuant to Section 405, a fire protection plan shall be prepared and shall be submitted to the code official for review and approved as a part of the plans required for a permit.

106.6 Other data and substantiation. When required by the code official, the plans and specifications shall include classification of fuel loading, fuel model light, medium or heavy, and substantiating data to verify classification of fire-resistive vegetation.

106.7 Vicinity plan. In addition to the requirements for site plans, plans shall include details regarding the vicinity within 300 feet (91 440 mm) of property lines, including other structures, slope, vegetation, fuel breaks, water supply systems and access roads.

106.8 Retention of plans. One set of approved plans, specifications and computations shall be retained by the code official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant, and said set shall be kept on the site of the building, use or work at all times during which the work authorized thereby is in progress.

SECTION 107 INSPECTION AND ENFORCEMENT

107.1 Inspection.

107.1.1 General. All construction or work for which a permit is required by this code shall be subject to inspection by the code official and all such construction or work shall

remain accessible and exposed for inspection purposes until approved by the code official.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the code official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

A survey of the lot may be required by the code official to verify that the mitigation features are provided and the building or structure is located in accordance with the approved plans.

107.1.2 Authority to inspect. The code official shall inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the code official for the purpose of ascertaining and causing to be corrected any conditions that could reasonably be expected to cause fire or contribute to its spread, or any violation of the purpose of this code and of any other law or standard affecting fire safety.

107.1.3 Reinspections. To determine compliance with this code, the code official may cause a structure to be reinspected. A fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from plans requiring the approval of the code official.

To obtain a reinspection, the applicant shall pay the reinspection fee as set forth in the fee schedule adopted by the jurisdiction. When reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

107.2 Enforcement.

107.2.1 Authorization to issue corrective orders and notices. When the code official finds any building or premises that are in violation of this code, the code official is authorized to issue corrective orders and notices.

107.2.2 Service of orders and notices. Orders and notices authorized or required by this code shall be given or served on the owner, operator, occupant or other person responsible for the condition or violation either by verbal notification, personal service, or delivering the same to, and leaving it with, a person of suitable age and discretion on the premises; or, if no such person is found on the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises and by mailing a copy thereof to such person by registered or certified mail to the person's last known address.

Orders or notices that are given verbally shall be confirmed by service in writing as herein provided.

107.3 Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in any building or on any premises any condition that makes such building or premises unsafe, the code official is authorized to enter such building or premises at all reasonable times to inspect the same or to perform any duty authorized by this code, provided that if such building or premises is occupied, the code official shall first present proper credentials and request entry; and if such building or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

If such entry is refused, the code official shall have recourse to every remedy provided by law to secure entry. Owners, occupants or any other persons having charge, care or control of any building or premises, shall, after proper request is made as herein provided, promptly permit entry therein by the code official for the purpose of inspection and examination pursuant to this code.

107.4 Compliance with orders and notices.

107.4.1 General compliance. Orders and notices issued or served as provided by this code shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the corrective order or notice pertains.

If the building or premises is not occupied, such corrective orders or notices shall be complied with by the owner.

107.4.2 Compliance with tags. A building or premises shall not be used when in violation of this code as noted on a tag affixed in accordance with Section 107.4.1.

107.4.3 Removal and destruction of signs and tags. A sign or tag posted or affixed by the code official shall not be mutilated, destroyed or removed without authorization by the code official.

107.4.4 Citations. Persons operating or maintaining an occupancy, premises or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the code official shall be guilty of a misdemeanor.

107.4.5 Unsafe conditions. Buildings, structures or premises that constitute a fire hazard or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment as specified in this code or any other ordinance, are unsafe conditions. Unsafe buildings or structures shall not be used. Unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal, pursuant to applicable state and local laws and codes.

SECTION 108 CERTIFICATE OF COMPLETION

No building, structure or premises shall be used or occupied, and no change in the existing occupancy classification of a building, structure, premise or portion thereof shall be made until the code official has issued a certificate of completion therefor as provided herein. The certificate of occupancy shall not be issued until the certificate of completion indicating that the project is in compliance with this code has been issued by the code official.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other pertinent laws and ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other laws or ordinances of the jurisdiction shall not be valid.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other *International Codes*, such terms shall have the meanings ascribed to them as in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

ACCESSORY STRUCTURE. A building or structure used to shelter or support any material, equipment, chattel or occupancy other than a habitable building.

APPROVED. Approval by the code official as the result of review, investigation or tests conducted by the code official or by reason of accepted principles or tests by national authorities, or technical or scientific organizations.

BRUSH, SHORT. Low-growing species that reach heights of 1 to 3 feet. Sagebrush, snowberry and rabbitbrush are some varieties.

BRUSH, TALL. Arbor-like varieties of brush species and/or short varieties of broad-leaf trees that grow in compact groups or clumps. These groups or clumps reach heights of 4 to 20 feet. In Utah, this includes primary varieties of oak, maples, chokecherry, serviceberry and mahogany, but may also include other species.

BUILDING. Any structure used or intended for supporting or sheltering any use or occupancy.

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the *International Building Code*, or the building official's duly authorized representative.

CERTIFICATE OF COMPLETION. Written documentation that the project or work for which a permit was issued has been completed in conformance with requirements of this code.

CODE OFFICIAL. The official designated by the jurisdiction to interpret and enforce this code, or the code official's authorized representative.

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

DRIVEWAY. A vehicular ingress and egress route that serves no more than two buildings or structures, not including accessory structures, or more than five dwelling units.

FIRE AREA. The floor area, in square feet (square meters), used to determine the adequate water supply.

FIRE CHIEF. The chief officer or the chief officer's authorized representative of the fire department serving the jurisdiction.

FIRE PROTECTION PLAN. A document prepared for a specific project or development proposed for the wildland-urban interface area. It describes ways to minimize and mitigate the fire problems created by the project or development, with the purpose of reducing impact on the community's fire protection delivery system.

FIRE WEATHER. Weather conditions favorable to the ignition and rapid spread of fire. In wildfires, this generally includes high temperatures combined with strong winds and low humidity.

FIRE-RESISTANCE-RATED CONSTRUCTION. The use of materials and systems in the design and construction of a building or structure to safeguard against the spread of fire within a building or structure and the spread of fire to or from buildings or structures to the wildland-urban interface area.

FLAME SPREAD RATING. As used herein refers to rating obtained according to tests conducted as specified by a nationally recognized standard.

FUEL BREAK. An area, strategically located for fighting anticipated fires, where the native vegetation has been permanently modified or replaced so that fires burning into it can be more easily controlled. Fuel breaks divide fire-prone areas into smaller areas for easier fire control and to provide access for fire fighting.

FUEL, HEAVY. Vegetation consisting of round wood 3 inches (76 mm) or larger in diameter. The amount of fuel (vegetation) would be 6 tons per acre or greater.

FUEL, LIGHT. Vegetation consisting of herbaceous and round wood less than 1/4 inch (6.4 mm) in diameter. The amount of fuel (vegetation) would be 1/2 ton to 2 tons per acre.

FUEL, MEDIUM. Vegetation consisting of round wood 1/4 to 3 inches (6.4mm to 76 mm) in diameter. The amount of fuel (vegetation) would be 2 to 6 tons per acre.

FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of nonfire-resistive vegetation or altering the type of vegetation to reduce the fuel load.

DEFINITIONS

FUEL MOSAIC. A fuel modification system that provides for the creation of islands and irregular boundaries to reduce the visual and ecological impact of fuel modification.

FUEL-LOADING. The oven-dry weight of fuels in a given area, usually expressed in pounds per acre (lb/a) (kg/ha). Fuel loading may be referenced to fuel size or timelag categories, and may include surface fuels or total fuels.

GREENBELT. A fuel break designated for a use other than fire protection.

HAZARDOUS MATERIALS. As defined in the *International Fire Code*.

HEAVY TIMBER CONSTRUCTION. As described in the *International Building Code*.

INSURANCE SERVICES OFFICE (ISO). An agency that recommends fire insurance rates based on a grading schedule that incorporates evaluation of fire fighting resources and capabilities.

LEGISLATIVE BODY. The governing body of the political jurisdiction administering this code.

LOG WALL CONSTRUCTION. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is at least 6 inches (152 mm).

MULTILAYERED GLAZED PANELS. Window or door assemblies that consist of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.

NONCOMBUSTIBLE. As applied to building construction material means a material that, in the form in which it is used, is either one of the following:

1. Material of which no part will ignite and burn when subjected to fire. Any material conforming to ASTM E 136 shall be considered noncombustible within the meaning of this section.
2. Material having a structural base of noncombustible material as defined in Item 1 above, with a surfacing material not over $\frac{1}{8}$ inch (3.2 mm) thick, which has a flame-spread rating of 50 or less. Flame-spread rating as used herein refers to rating obtained according to tests conducted as specified in ASTM E 84.

“Noncombustible” does not apply to surface finish materials. Material required to be noncombustible for reduced clearances to flues, heating appliances or other sources of high temperature shall refer to material conforming to Item 1. No material shall be classed as noncombustible that is subject to increase in combustibility or flame-spread rating, beyond the limits herein established, through the effects of age, moisture or other atmospheric condition.

NONCOMBUSTIBLE ROOF COVERING. One of the following:

1. Cement shingles or sheets.
2. Exposed concrete slab roof.
3. Ferrous or copper shingles or sheets.

4. Slate shingles.

5. Clay or concrete roofing tile.

6. Approved roof covering of noncombustible material.

SLOPE. The variation of terrain from the horizontal; the number of feet (meters) rise or fall per 100 feet (30 480 mm) measured horizontally, expressed as a percentage.

STRUCTURE. That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some manner.

TREE CROWN. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

UNENCLOSED ACCESSORY STRUCTURE. An accessory structure without a complete exterior wall system enclosing the area under roof or floor above.

WILDFIRE. An uncontrolled fire spreading through vegetative fuels, exposing and possibly consuming structures.

WILDLAND. An area in which development is essentially nonexistent, except for roads, railroads, power lines and similar facilities.

WILDLAND URBAN INTERFACE. The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

CHAPTER 3

WILDLAND-URBAN INTERFACE AREAS

SECTION 301 WILDLAND-URBAN INTERFACE AREA DESIGNATIONS

301.1 Declaration. The legislative body shall declare the wildland-urban interface areas within the jurisdiction. The urban-wildland interface areas shall be based on the maps created in accordance with Section 301.

301.2 Mapping. In cooperation, the code official and the Division of Forestry, Fire and State Lands (FFSL) wildfire representative (per participating agreement between county and FFSL) will create or review Wildland-Urban Interface Area maps, to be recorded and filed with the clerk of the jurisdiction. These areas shall become effective immediately thereafter.

301.3 Review of wildland-urban interface areas. The code official and the FFSL wildfire representative shall reevaluate and recommend modification to the wildland-urban interface areas in accordance with Section 301.1 on a three-year basis or more frequently as deemed necessary by the legislative body.

CHAPTER 4

WILDLAND-URBAN INTERFACE AREA REQUIREMENTS

SECTION 401 GENERAL

401.1 Scope. Wildland-urban interface areas shall be provided with emergency vehicle access and water supply in accordance with this chapter.

401.2 Objective. The objective of this chapter is to establish the minimum requirements for emergency vehicle access and water supply for buildings and structures located in the wildland-urban interface areas.

401.3 General safety precautions. General safety precautions shall be in accordance with this chapter. See also Appendix A.

SECTION 402 APPLICABILITY

402.1 Subdivisions.

402.1.1 Access. New subdivisions, as determined by this jurisdiction, shall be provided with fire apparatus access roads in accordance with the *International Fire Code* and access requirements in accordance with Section 403.

402.1.2 Water supply. New subdivisions as determined by this jurisdiction shall be provided with water supply in accordance with Section 404.

402.2 Individual structures.

402.2.1 Access. Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with fire apparatus access in accordance with Section 403.2. Marking of fire protection equipment shall be provided in accordance with Section 403.5 and address markers shall be provided in accordance with Section 403.6.

402.2.2 Water supply. Individual structures hereafter constructed or relocated into or within wildland-urban interface areas shall be provided with a conforming water supply in accordance with Section 404.

Exceptions:

1. Structures constructed to meet the requirements for the class of ignition-resistant construction specified in Table 503.1 for a nonconforming water supply.
2. Buildings containing only private garages, carports, sheds and agricultural buildings with a floor area of not more than 600 square feet (56 m²).

SECTION 403 ACCESS

403.1 Restricted access. Where emergency vehicle access is restricted because of secured access roads or driveways or where immediate access is necessary for life-saving or fire-fighting purposes, the code official is authorized to require a key box to be installed in an accessible location. The key box shall be of a type approved by the code official and shall contain keys to gain necessary access as required by the code official.

403.2 Driveways. Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than 150 feet (45 720 mm) from a fire apparatus access road. Driveways shall provide a minimum unobstructed width of 12 feet (3658 mm) and a minimum unobstructed height of 13 feet 6 inches (4115 mm). Driveways in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds. Driveways in excess of 200 feet (60 960 mm) in length and less than 20 feet (6096 mm) in width shall be provided with turnouts in addition to turnarounds.

A driveway shall not serve in excess of five dwelling units.

Driveway turnarounds shall have inside turning radii of not less than 30 feet (9144 mm) and outside turning radii of not less than 45 feet (13 716 mm). Driveways that connect with a road or roads at more than one point may be considered as having a turnaround if all changes of direction meet the radii requirements for driveway turnarounds.

Driveway turnouts shall be an all-weather road surface at least 10 feet (3048 mm) wide and 30 feet (9144 mm) long. Driveway turnouts shall be located as required by the code official.

Vehicle load limits shall be posted at both entrances to bridges on driveways and private roads. Design loads for bridges shall be established by the code official.

403.3 Fire apparatus access road. When required, fire apparatus access roads shall be all-weather roads with a minimum width of 20 feet (6096 mm) and a clear height of 13 feet 6 inches (4115 mm); shall be designed to accommodate the loads and turning radii for fire apparatus; and have a gradient negotiable by the specific fire apparatus normally used at that location within the jurisdiction. Dead-end roads in excess of 150 feet (45 720 mm) in length shall be provided with turnarounds as approved by the code official. An all-weather road surface shall be any surface material acceptable to the code official that would normally allow the passage of emergency service vehicles to protect structures and wildlands within the jurisdiction.

403.4 Marking of roads. Approved signs or other approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof or both.

All road identification signs and supports shall be of noncombustible materials. Signs shall have minimum 4-inch-high (102 mm) reflective letters with $\frac{1}{2}$ inch (12.7 mm) stroke on a contrasting 6-inch-high (152 mm) sign. Road identification signage shall be mounted at a height of 7 feet (2134 mm) from the road surface to the bottom of the sign.

403.5 Marking of fire protection equipment. Fire protection equipment and fire hydrants shall be clearly identified in a manner approved by the code official to prevent obstruction.

403.6 Address markers. All buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.

Address signs along one-way roads shall be visible from both the intended direction of travel and the opposite direction.

Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be posted at locations where driveways divide.

Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.

403.7 Grade. The gradient for fire apparatus access roads and driveways shall not exceed the maximum approved by the code official. It will be up to the code official to ascertain the standard based on local fire equipment grade not to exceed 12 percent.

SECTION 404 WATER SUPPLY

404.1 General. When provided in order to qualify as a conforming water supply for the purpose of Table 503.1, an approved water source shall have an adequate water supply for the use of the fire protection service to protect buildings and structures from exterior fire sources or to suppress structure fires within the wildland-urban interface area of the jurisdiction in accordance with this section.

404.2 Water sources. The point at which a water source is available for use shall be located not more than 1,000 feet (305 m) from the building and be approved by the code official. The distance shall be measured along an unobstructed line of travel.

Water sources shall comply with the following:

1. Man-made water sources shall have a minimum usable water volume as determined by the adequate water supply needs in accordance with Section 404.5. This water source shall be equipped with an approved hydrant. The water level of the water source shall be maintained by rainfall, water pumped from a well, water hauled by a tanker, or by seasonal high water of a stream or river. The design, construction, location, water level maintenance, access, and access maintenance of man-made water sources shall be approved by the code official.
2. Natural water sources shall have a minimum annual water level or flow sufficient to meet the adequate water supply needs in accordance with Section 404.5. This wa-

ter level or flow shall not be rendered unusable because of freezing. This water source shall have an approved draft site with an approved hydrant. Adequate water flow and rights for access to the water source shall be ensured in a form acceptable to the code official.

404.3 Draft sites. Approved draft sites shall be provided at all natural water sources intended for use as fire protection for compliance with this code. The design, construction, location, access and access maintenance of draft sites shall be approved by the code official.

The pumper access point shall be either an emergency vehicle access area alongside a conforming access road or an approved driveway no longer than 150 feet (45 720 mm). Pumper access points and access driveways shall be designed and constructed in accordance with all codes and ordinances enforced by this jurisdiction. Pumper access points shall not require the pumper apparatus to obstruct a road or driveway.

404.4 Hydrants. All hydrants shall be designed and constructed in accordance with nationally recognized standards. The location and access shall be approved by the code official.

404.5 Adequate water supply. Adequate water supply shall be determined for purposes of initial attack and flame front control by the local jurisdiction. NFPA 1142 may be used as a reference.

404.6 Fire department. The water system required by this code can only be considered conforming for purposes of determining the level of ignition-resistant construction (see Table 503.1).

404.7 Obstructions. Access to all water sources required by this code shall be unobstructed at all times. The code official shall not be deterred or hindered from gaining immediate access to water source equipment, fire protection equipment or hydrants.

404.8 Identification. Water sources, draft sites, hydrants and fire protection equipment shall be clearly identified in a manner approved by the code official to identify location and to prevent obstruction by parking and other obstructions.

404.9 Testing and maintenance. Water sources, draft sites, hydrants and other fire protection equipment required by this code shall be subject to periodic tests as required by the code official. Code official shall establish a periodic testing schedule. Costs are to be covered by the water provider. All such equipment installed under the provisions of this code shall be maintained in an operative condition at all times and shall be repaired or replaced where defective. Additions, repairs, alterations and servicing of such fire protection equipment and resources shall be in accordance with approved standards. Mains and appurtenances shall be installed in accordance with NFPA 24. Water tanks for private fire protection shall be installed in accordance with NFPA 22. The costs are to be covered by the water provider.

404.10 Reliability.

404.10.1 Objective. The objective of this section is to increase the reliability of water supplies by reducing the exposure of vegetative fuels to electrically powered systems.

404.10.2 Clearance of fuel. Defensible space shall be provided around water tank structures, water supply pumps and pump houses in accordance with Section 603.

404.10.3 Standby power. Stationary water supply facilities within the wildland-urban interface area dependent on electrical power supplied by power grid to meet adequate water supply demands shall provide functional standby power systems in accordance with the ICC *Electrical Code* to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for a minimum of two hours.

Exceptions: When approved by the code official, a standby power supply is not required where the primary power service to the stationary water supply facility is underground or there is an on-site generator.

SECTION 405 FIRE PROTECTION PLAN

405.1 Purpose. The plan is to provide a basis to determine overall compliance with this code, for determination of Ignition Resistant Construction (IRC) (see Table 503.1) and for determining the need for alternative materials and methods.

405.2 General. When required by the code official, a fire protection plan shall be prepared and approved prior to the first building permit issuance or subdivision approval.

405.3 Content. The plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management.

405.4 Cost. The cost of fire protection plan preparation and review shall be the responsibility of the applicant.

405.5 Plan retention. The fire protection plan shall be retained by the code official.

CHAPTER 5

SPECIAL BUILDING CONSTRUCTION REGULATIONS

SECTION 501 GENERAL

501.1 Scope. Buildings and structures shall be constructed in accordance with the *International Building Code* and this code.

Exceptions:

1. Accessory structures not exceeding 120 square feet (11 m²) in floor area when located at least 50 feet (15 240 mm) from buildings containing habitable spaces.
2. Agricultural buildings at least 50 feet (15 240 mm) from buildings containing habitable spaces.

501.2 Objective. The objective of this chapter is to establish minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels. The minimum standards set forth in this chapter vary with the critical fire weather, slope and fuel type to provide increased protection, above the requirements set forth in the *International Building Code*, from the various levels of hazards.

SECTION 502 FIRE HAZARD SEVERITY

The fire hazard severity of building sites for all buildings hereafter constructed, modified or relocated into wildland-urban

interface areas shall be established in accordance with Appendix C.

The fire hazard severity is allowed to be reduced by implementing a vegetation management plan in accordance with Appendix B.

SECTION 503 IGNITION-RESISTANT CONSTRUCTION

503.1 General. Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with Table 503.1. Class 1, Class 2 or Class 3 ignition-resistant construction shall be in accordance with Sections 504, 505 and 506, respectively.

SECTION 504 CLASS 1 IGNITION-RESISTANT CONSTRUCTION

504.1 General. Class 1 ignition-resistant construction shall be in accordance with Section 504.

504.2 Roof covering. Roofs shall have a Class A roof covering or a Class A roof assembly. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

TABLE 503.1
IGNITION-RESISTANT CONSTRUCTION^a

DEFENSIBLE SPACE ^c	FIRE HAZARD SEVERITY					
	Moderate Hazard		High Hazard		Extreme Hazard	
	Water Supply ^b		Water Supply ^b		Water Supply ^b	
	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e	Conforming ^d	Nonconforming ^e
Nonconforming	IR 2	IR 1	IR 1	IR 1 N.C.	IR 1 N.C.	Not Permitted
Conforming	IR 3	IR 2	IR 2	IR 1	IR 1	IR 1 N.C.
1.5 x Conforming	Not Required	IR 3	IR 3	IR 2	IR 2	IR 1

a. Access shall be in accordance with Section 402.

b. Subdivisions shall have a conforming water supply in accordance with Section 402.1.

IR 1 = Ignition-resistant construction in accordance with Section 504.

IR 2 = Ignition-resistant construction in accordance with Section 505.

IR 3 = Ignition-resistant construction in accordance with Section 506.

N.C. = Exterior walls shall have a fire-resistance rating of not less than 1-hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.

c. Conformance based on Section 603.

d. Conformance based on Section 404.

e. A nonconforming water supply is any water system or source that does not comply with Section 404, including situations where there is no water supply for structure protection or fire suppression.

504.3 Protection of eaves. Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum of 1-hour fire-resistance-rated construction. Fascias are required and must be protected on the backside by materials approved for a minimum of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.

504.4 Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

504.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

Exception: Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

504.6 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls in accordance with Section 504.5.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

504.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5.

504.8 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire protection rating of not less than 20 minutes.

504.9 Exterior doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than 1³/₄ inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 504.8.

Exception: Vehicle access doors.

504.10 Vents. Attic ventilation openings, foundation or underfloor vents, or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m²) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/4 inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

504.11 Detached accessory structures. Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction or constructed with approved noncombustible materials on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 504.5 or underfloor protection in accordance with Section 504.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 504.2 for roof requirements.

SECTION 505

CLASS 2 IGNITION-RESISTANT CONSTRUCTION

505.1 General. Class 2 ignition-resistant construction shall be in accordance with Section 505.

505.2 Roof covering. Roofs shall have at least a Class A roof covering, Class B roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

505.3 Protection of eaves. Combustible eaves, fascias and soffits shall be enclosed with solid materials with a minimum thickness of 3/4 inch (19 mm). No exposed rafter tails shall be permitted unless constructed of heavy timber materials.

505.4 Gutters and downspouts. Gutters and downspouts shall be constructed of noncombustible material.

505.5 Exterior walls. Exterior walls of buildings or structures shall be constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction on the exterior side or constructed with approved noncombustible materials.

Exception: Heavy timber or log wall construction.

Such material shall extend from the top of the foundation to the underside of the roof sheathing.

505.6 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground, with exterior walls in accordance with Section 505.5.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

505.7 Appendages and projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-re-

sistance-rated construction, heavy timber construction or constructed with approved noncombustible materials.

When the attached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5.

505.8 Exterior glazing. Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, multilayered glazed panels, glass block or have a fire-protection rating of not less than 20 minutes.

505.9 Exterior doors. Exterior doors shall be approved noncombustible construction, solid core wood not less than 1³/₄-inches thick (45 mm), or have a fire protection rating of not less than 20 minutes. Windows within doors and glazed doors shall be in accordance with Section 505.8.

Exception: Vehicle access doors.

505.10 Vents. Attic ventilation openings, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m²) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/4 inch (6.4 mm).

Attic ventilation openings shall not be located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Gable end and dormer vents shall be located at least 10 feet (3048 mm) from property lines. Underfloor ventilation openings shall be located as close to grade as practical.

505.11 Detached accessory structures. Detached accessory structures located less than 50 feet (15 240 mm) from a building containing habitable space shall have exterior walls constructed with materials approved for a minimum of 1-hour fire-resistance-rated construction, heavy timber, log wall construction, or constructed with approved noncombustible material on the exterior side.

When the detached structure is located and constructed so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches (152 mm) of the ground, with exterior wall construction in accordance with Section 505.5 or underfloor protection in accordance with Section 505.6.

Exception: The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy-timber construction.

See Section 505.2 for roof requirements.

SECTION 506

CLASS 3 IGNITION-RESISTANT CONSTRUCTION

506.1 General. Class 3 ignition-resistant construction shall be in accordance with Section 506.

506.2 Roof covering. Roofs shall have at least a Class A roof covering, Class C roof assembly or an approved noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be firestopped to preclude entry of flames or embers.

506.3 Unenclosed underfloor protection. Buildings or structures shall have all underfloor areas enclosed to the ground with exterior walls.

Exception: Complete enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior 1-hour fire-resistance-rated construction or heavy timber construction.

506.4 Vents. Attic ventilation openings, soffit vents, foundation or underfloor vents or other ventilation openings in vertical exterior walls and vents through roofs shall not exceed 144 square inches (0.0929 m²) each. Such vents shall be covered with noncombustible corrosion-resistant mesh with openings not to exceed 1/4 inch (6.4 mm).

SECTION 507

REPLACEMENT OR REPAIR OF ROOF COVERINGS

The roof covering on buildings or structures in existence prior to the adoption of this code that are replaced or have 25 percent or more replaced in a 12-month period shall be replaced with a roof covering required for new construction based on the type of ignition-resistant construction specified in accordance with Section 503.

CHAPTER 6

FIRE PROTECTION REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter establish general requirements for new and existing buildings, structures and premises located within wildland-urban interface areas.

601.2 Objective. The objective of this chapter is to establish minimum requirements to mitigate the risk to life and property from wildland fire exposures, exposures from adjacent structures and to mitigate structure fires from spreading to wildland fuels.

SECTION 602 AUTOMATIC FIRE SPRINKLER SYSTEMS DELETED

SECTION 603 DEFENSIBLE SPACE

603.1 Objective. Provisions of this section are intended to modify the fuel load in areas adjacent to structures to create a defensible space.

603.2 Fuel modification. In order to qualify as a conforming defensible space for individual buildings or structures on a property, fuel modification shall be provided within a distance from buildings or structures as specified in Table 603.2. For all other purposes, the fuel modification distance shall not be less than 30 feet (9144 mm) or to the property line, whichever is less. Distances specified in Table 603.2 shall be measured on a horizontal plane from the perimeter or projection of the building or structure as shown in Figure 603.2. Distances specified in Table 603.2 may be modified by the code official because of a

site-specific analysis based on local conditions and the fire protection plan.

Persons owning, leasing, controlling, operating or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

Trees are allowed within the defensible space, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Deadwood and litter shall be regularly removed from trees.

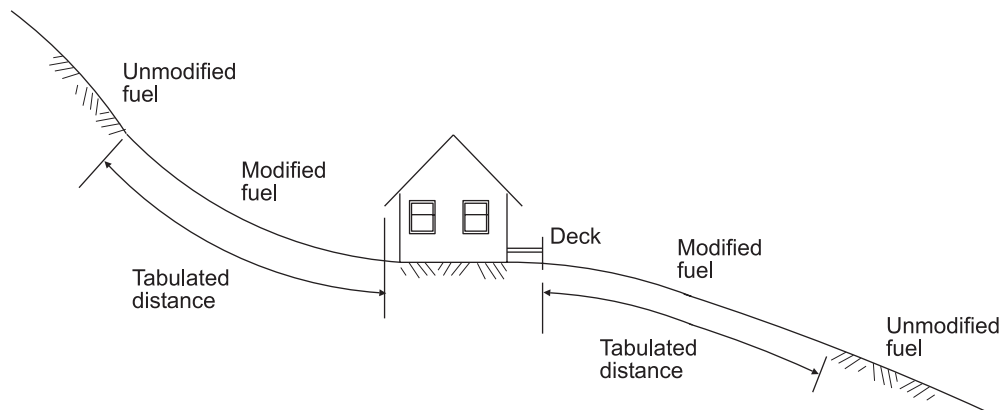
Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the designated defensible space, provided they do not form a means of transmitting fire from the native growth to any structure.

**TABLE 603.2
REQUIRED DEFENSIBLE SPACE**

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100

For SI: 1 foot = 304.8 mm.

603.3 Community fuel modification zones. Fuel modification zones to protect new communities shall be provided when required by the code official in accordance with Section 603, in order to reduce fuel loads adjacent to communities and structures.



**FIGURE 603.2
MEASUREMENTS OF FUEL MODIFICATION DISTANCE**

603.3.1 Land ownership. Fuel modification zone land used to protect a community shall be under the control of an association or other common ownership instrument for the life of the community to be protected.

603.3.2 Fuel modification zone plans. Fuel modification zone plans shall be approved prior to fuel modification work and shall be placed on a site grading plan shown in plan view. An elevation plan shall also be provided to indicate the length of the fuel modification zone on the slope. Fuel modification zone plans shall include, but not be limited to the following:

1. Plan showing existing vegetation.
2. Photographs showing natural conditions prior to work being performed.
3. Grading plan showing location of proposed buildings and structures, and set backs from top of slope to all buildings or structures.

SECTION 604 MAINTENANCE OF DEFENSIBLE SPACE

604.1 General. Defensible spaces required by Section 603 shall be maintained annually, or as necessary in accordance with Section 604.

604.2 Modified area. Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures, in accordance with Section 603, in such a manner as to provide a clear area for fire suppression operations.

604.3 Responsibility. Persons owning, leasing, controlling, operating or maintaining buildings or structures are responsible for maintenance of defensible spaces. Maintenance of the defensible space shall include modifying or removing nonfire-resistive vegetation and keeping leaves, needles and other dead vegetative material regularly removed from roofs of buildings and structures.

604.4 Trees. Individual trees and/or small clumps of trees or brush crowns, extending to within 10 feet (3048 mm) of any structure, shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm). Tree crowns within the defensible space shall be pruned to remove limbs located less than 6 feet (1829 mm) above the ground surface adjacent to the trees.

Portions of tree crowns that extend within 10 feet (3048 mm) of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet (3048 mm).

Deadwood and litter shall be regularly removed from trees.

SECTION 605 SPARK ARRESTERS

Chimneys serving fireplaces, barbecues, incinerators or decorative heating appliances in which solid or liquid fuel is used, shall be provided with a spark arrester. Spark arresters shall be constructed of woven or welded wire screening of 12 USA standard gage wire (0.1046 inch) (2.66 mm) having openings not exceeding 1/2 inch (12.7 mm).

The net free area of the spark arrester shall not be less than four times the net free area of the outlet of the chimney.

SECTION 606 LIQUEFIED PETROLEUM GAS INSTALLATIONS

606.1 General. The storage of LP-gas and the installation and maintenance of pertinent equipment shall be in accordance with the *International Fire Code* or, in the absence thereof, recognized standards.

606.2 Location of containers. LP-gas containers shall be located within the defensible space in accordance with the *International Fire Code*.

SECTION 607 STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 30 feet (9144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Firewood and combustible materials not for consumption on the premises shall be stored so as to not pose a hazard. See Appendix A.

APPENDIX A

GENERAL REQUIREMENTS (optional)

SECTION A101 GENERAL

A101.1 Scope. The provisions of this appendix establish general requirements applicable to new and existing properties located within urban-wildland interface areas.

A101.2 Objective. The objective of this appendix is to provide necessary fire-protection measures to reduce the threat of wild-fire in an urban-wildland interface area and improve the capability of controlling such fires.

SECTION A102 VEGETATION CONTROL

A102.1 General. Vegetation control shall comply with this section.

A102.2 Clearance of brush or vegetative growth from roadways. The code official is authorized to require areas within 10 feet (3048 mm) on each side of portions of fire apparatus access roads and driveways to be cleared of nonfire-resistive vegetation growth.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

A102.3 Clearance of brush and vegetative growth from electrical transmission and distribution lines.

A102.3.1 General. Clearance of brush and vegetative growth from electrical transmission and distribution lines shall be in accordance with Section A102.3.

Exception: Section A102.3 does not authorize persons not having legal right of entry to enter on or damage the property of others without consent of the owner.

A102.3.2 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall have an approved program in place that identifies poles or towers with equipment and hardware types that have a history of becoming an ignition source, and provides a combustible free space consisting of a clearing of not less than 10 feet (3048 mm) in each direction from the outer circumference of such pole or tower during such periods of time as designated by the code official.

Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communication circuits by a public utility.

A102.3.3 Electrical distribution and transmission line clearances.

A102.3.3.1 General. Clearances between vegetation and electrical lines shall be in accordance with Section A102.3.3.

A102.3.3.2 Trimming clearance. At the time of trimming, clearances not less than those established by Table A102.3.3.2 shall be provided. The radial clearances shown below are minimum clearances that shall be established, at time of trimming, between the vegetation and the energized conductors and associated live parts.

**TABLE A102.3.3.2
MINIMUM CLEARANCES BETWEEN VEGETATION
AND ELECTRICAL LINES AT TIME OF TRIMMING**

LINE VOLTAGE	MINIMUM RADIAL CLEARANCE FROM CONDUCTOR (feet)
2,400-72,000	4
72,001-110,000	6
110,001-300,000	10
300,001 or more	15

For SI: 1 foot = 304.8 mm.

Exception: The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.2 when evidence substantiating such other clearances is submitted to and approved by the code official.

A102.3.3.3 Minimum clearance to be maintained. Clearances not less than those established by Table A102.3.3.3 shall be maintained during such periods of time as designated by the code official. The site-specific clearance achieved, at time of pruning, shall vary based on species growth rates, the utility company-specific trim cycle, the potential line sway due to wind, line sag due to electrical loading and ambient temperature and the tree's location in proximity to the high voltage lines.

Exception: The code official is authorized to establish minimum clearances different than those specified by Table A102.3.3.3 when evidence substantiating such other clearances is submitted to and approved by the code official.

**TABLE A102.3.3.3
MINIMUM CLEARANCES BETWEEN VEGETATION AND
ELECTRICAL LINES TO BE MAINTAINED**

LINE VOLTAGE	MINIMUM CLEARANCE (inches)
750-35,000	6
35,001-60,000	12
60,001-115,000	19
115,001-230,000	30.5
230,001-500,000	115

For SI: 1 inch = 25.4 mm.

A102.3.3.4 Electrical power line emergencies. During emergencies, the utility shall perform the required work to the extent necessary to clear the hazard. An emergency

can include situations such as trees falling into power lines, or trees in violation of Table A102.3.3.3.

A102.4 Correction of condition. The code official is authorized to give notice to the owner of the property on which conditions regulated by Section A102 exist to correct such conditions. If the owner fails to correct such conditions, the legislative body of the jurisdiction is authorized to cause the same to be done and make the expense of such correction a lien on the property where such condition exists.

SECTION A103 ACCESS RESTRICTIONS

A103.1 Restricted entry to public lands. The code official is authorized to determine and publicly announce when urban-wildland interface areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of urban-wildland interface areas, except public roadways, inhabited areas or established trails and campsites that have not been closed during such time when the urban-wildland interface area is closed to entry, is prohibited.

Exceptions:

1. Residents and owners of private property within urban-wildland interface areas and their invitees and guests going to or being on their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the Wildland Firefighting Service.

A103.2 Trespassing on posted private property.

A103.2.1 General. When the code official determines that a specific area within an urban-wildland interface area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be restricted or closed until changed conditions warrant termination of such restriction or closure. Such areas shall be posted in accordance with Section A103.2.2.

A103.2.2 Signs. Approved signs prohibiting entry by unauthorized persons and referring to this code shall be placed on every closed area.

A103.2.3 Trespassing. Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas; their guests or invitees; authorized persons engaged in the operation and maintenance of necessary utilities such as electrical power, gas, telephone, water and sewer; and local, state and federal public officers and their authorized agents acting in the course of duty.

A103.3 Use of fire roads and defensible space. Motorcycles, motor scooters and motor vehicles shall not be driven or parked on, and trespassing is prohibited on, fire roads or defensible space beyond the point where travel is restricted by a cable, gate or sign, without the permission of the property owners. Vehicles shall not be parked in a manner that obstructs the entrance to a fire road or defensible space.

Exception: Public officers acting within their scope of duty.

Radio and television aerials, guy wires thereto, and other obstructions shall not be installed or maintained on fire roads or defensible spaces, unless located 16 feet (4877 mm) or more above such fire road or defensible space.

A103.4 Use of motorcycles, motor scooters, ultralight aircraft and motor vehicles. Motorcycles, motor scooters, ultralight aircraft and motor vehicles shall not be operated within urban-wildland interface areas, without a permit by the code official, except on clearly established public or private roads. Permission from the property owner shall be presented when requesting a permit.

A103.5 Tampering with locks, barricades, signs and address markers. Locks, barricades, seals, cables, signs and address markers installed within urban-wildland interface areas, by or under the control of the code official, shall not be tampered with, mutilated, destroyed or removed.

Gates, doors, barriers and locks installed by or under the control of the code official shall not be unlocked.

SECTION A104 IGNITION SOURCE CONTROL

A104.1 General. Ignition sources shall be in accordance with Section A104.

A104.2 Objective. Regulations in this section are intended to provide the minimum requirements to prevent the occurrence of wildfires.

A104.3 Clearance from ignition sources. Clearance between ignition sources and grass, brush or other combustible materials shall be maintained a minimum of 30 feet (9144 mm).

A104.4 Smoking. When required by the code official, signs shall be posted stating NO SMOKING. No person shall smoke within 15 feet (4572 mm) of combustible materials or nonfire-resistant vegetation.

Exception: Places of habitation or in the boundaries of established smoking areas or campsites as designated by the code official.

A104.5 Equipment and devices generating heat, sparks or open flames. Equipment and devices generating heat, sparks or open flames capable of igniting nearby combustibles shall not be used in urban-wildland interface areas without a permit from the code official.

Exception: Use of approved equipment in habitated premises or designated campsites that are a minimum of 30 feet (9144 mm) from grass-, grain-, brush- or forest-covered areas.

A104.6 Fireworks. Fireworks shall not be used or possessed in urban-wildland interface areas.

Exception: Fireworks allowed by the code official under permit in accordance with the *International Fire Code* when not prohibited by applicable local or state laws, ordinances and regulations.

The code official is authorized to seize, take, remove or cause to be removed fireworks in violation of this section.

A104.7 Outdoor fires.

A104.7.1 General. No person shall build, ignite or maintain any outdoor fire of any kind for any purpose in or on any urban-wildland interface area, except by the authority of a written permit from the code official.

Exception: Outdoor fires within inhabited premises or designated campsites where such fires are in a permanent barbecue, portable barbecue, outdoor fireplace, incinerator or grill and are a minimum of 30 feet (9144 mm) from any combustible material or nonfire-resistive vegetation.

A104.7.2 Permits. Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property. Outdoor fires shall not be built, ignited or maintained in or on hazardous fire areas under the following conditions:

1. When high winds are blowing,
2. When a person 17 years old or over is not present at all times to watch and tend such fire, or
3. When a public announcement is made that open burning is prohibited.

A104.7.3 Restrictions. No person shall use a permanent barbecue, portable barbecue, outdoor fireplace or grill for the disposal of rubbish, trash or combustible waste material.

A104.8 Incinerators, outdoor fireplaces, permanent barbecues and grills. Incinerators, outdoor fireplaces, permanent barbecues and grills shall not be built, installed or maintained in urban-wildland interface areas without approval of the code official.

Incinerators, outdoor fireplaces, permanent barbecues and grills shall be maintained in good repair and in a safe condition at all times. Openings in such appliances shall be provided with an approved spark arrestor, screen or door.

Exception: When approved by the code official, unprotected openings in barbecues and grills necessary for proper functioning.

A104.9 Reckless behavior. The code official is authorized to stop any actions of a person or persons if the official determines that the action is reckless and could result in an ignition of fire or spread of fire.

A104.10 Planting vegetation under or adjacent to energized electrical lines. No vegetation shall be planted under or adjacent to energized power lines that, at maturity, shall grow within 10 feet (3048 mm) of the energized conductors.

SECTION A105 CONTROL OF STORAGE

A105.1 General. In addition to the requirements of the *International Fire Code*, storage and use of the materials shall be in accordance with Section A105.

A105.2 Hazardous materials. Hazardous materials in excess of 10 gallons (37.8 L) of liquid, 200 cubic feet (5.66 m³) of gas, or 10 pounds (4.54 kg) of solids require a permit and shall comply with nationally recognized standards for storage and use.

A105.3 Explosives. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within urban-wildland interface areas, except by permit from the code official.

A105.4 Combustible materials.

A105.4.1 General. Outside storage of combustible materials such as, but not limited to, wood, rubber tires, building materials or paper products shall comply with the other applicable sections of this code and this section.

A105.4.2 Individual piles. Individual piles shall not exceed 5,000 square feet (465 m²) of contiguous area. Piles shall not exceed 50,000 cubic feet (1416 m³) in volume or 10 feet (3048 mm) in height.

A105.4.3 Separation. A clear space of at least 40 feet (12192 mm) shall be provided between piles. The clear space shall not contain combustible material or nonfire-resistive vegetation.

SECTION A106 DUMPING

A106.1 Waste material. Waste material shall not be placed, deposited or dumped in urban-wildland interface areas, or in, on or along trails, roadways or highways or against structures in urban-wildland interface areas.

Exception: Approved public and approved private dumping areas.

A106.2 Ashes and coals. Ashes and coals shall not be placed, deposited or dumped in or on urban-wildland interface areas.

Exceptions:

1. In the hearth of an established fire pit, camp stove or fireplace.
2. In a noncombustible container with a tightfitting lid, which is kept or maintained in a safe location not less than 10 feet (3048 mm) from nonfire-resistive vegetation or structures.
3. Where such ashes or coals are buried and covered with 1 foot (305 mm) of mineral earth not less than 25 feet (7620 mm) from nonfire-resistive vegetation or structures.

SECTION A107 PROTECTION OF PUMPS AND WATER STORAGE FACILITIES

A107.1 General. The reliability of the water supply shall be in accordance with Section A107.

A107.2 Objective. The intent of this section is to increase the reliability of water storage and pumping facilities and to protect such systems against loss from intrusion by fire.

A107.3 Fuel modification area. Water storage and pumping facilities shall be provided with a defensible space of not less than 30 feet (9144 mm) clear of nonfire-resistive vegetation or growth around and adjacent to such facilities.

Persons owning, controlling, operating or maintaining water storage and pumping systems requiring this defensible

space are responsible for clearing and removing nonfire-resistive vegetation and maintaining the defensible space on the property owned, leased or controlled by said person.

A107.4 Trees. Portions of trees that extend to within 30 feet (9144 mm) of combustible portions of water storage and pumping facilities shall be removed.

A107.5 Protection of electrical power supplies. When electrical pumps are used to provide the required water supply, such pumps shall be connected to a standby power source to automatically maintain electrical power in the event of power loss. The standby power source shall be capable of providing power for a minimum of two hours in accordance with the ICC *Electrical Code*.

Exception: A standby power source is not required where the primary power service to pumps are underground as approved by the code official.

SECTION A108 LAND USE LIMITATIONS

A108.1 General. Temporary fairs, carnivals, public exhibitions and similar uses must comply with all other provisions of this code in addition to enhanced ingress and egress requirements.

A108.2 Objective. The increased public use of land or structures in urban-wildland interface areas also increases the potential threat to life safety. The provisions of this section are intended to reduce that threat.

A108.3 Permits. Temporary fairs, carnivals, public exhibitions or similar uses shall not be allowed in a designated urban-wildland interface area, except by permit from the code official.

Permits shall incorporate such terms and conditions that will reasonably safeguard public safety and property.

A108.4 Access roadways. In addition to the requirements in Section 403, access roadways shall be a minimum of 24 feet (7315 mm) wide and posted NO PARKING. Two access roadways shall be provided to serve the permitted use area.

When required by the code official to facilitate emergency operations, approved emergency vehicle operating areas shall be provided.

APPENDIX B

VEGETATION MANAGEMENT PLAN

Vegetation management plans shall be submitted to the code official for review and approval as part of the plans required for a permit. Vegetation management plans shall describe all actions that will be taken to prevent a fire from being carried toward or away from the building. A vegetation management plan shall include at least the following information:

1. A copy of the site plan.
2. Methods and timetables for controlling, changing or modifying areas on the property. Elements of the plan shall in-

clude removal of slash, snags, vegetation that may grow into overhead electrical lines, other ground fuels, ladder fuels and dead trees, and the thinning of live trees.

3. A plan for maintaining the proposed fuel-reduction measures.

To be considered a fuel modification for purposes of this code, continuous maintenance of the clearance is required.

UTAH FIRE RESISTIVE SPECIES

*Adapted from "Utah Forest Facts: Firewise Plants for Utah Landscapes"
Utah State University Extension, 2002*

Grasses

Agropyron cristatum (Crested Wheatgrass)
Agropyron smithii (Western Wheatgrass)
Buchloe dactyloides (Buffalograss)
Dactylis glomerata (Orchardgrass)
Festuca cinerea and other species (Blue Fescue)
Lolium species (Rye Grass)
Poa pratensis (Kentucky Bluegrass)
Poa secunda (Sandberg Bluegrass)

Herbaceous Perennials

Achillea clavennae (Silvery Yarrow)
Achillea filipendulina (Fernleaf Yarrow)
Achillea - other species & hybrids (Yarrow)*
Aquilegia - species & hybrids (Columbine)
Armeria maritime (Sea Pink, Sea Thrift)
Artemisia stelleriana (Beach Wormwood, Dusty Miller)
Artemisia - other species & hybrids (Various names)*
Bergenia – species & hybrids (Bergenia)
Centranthus ruber (Red Valerian, Jupiter's Beard)
Cerastium tomentosum (Snow-in-summer)
Coreopsis auriculata var. *Nana* (Dwarf Mouse Ear Coreopsis)
Coreopsis – other perennial species (Coreopsis)
Delosperma nubigenum (Hardy Ice Plant)
Dianthus plumarius & others (Pinks)
Erigeron hybrids (Fleabane)*
Gaillardia X grandiflora (Blanket Flower)
Geranium cinereum (Hardy Geranium)
Geranium sanguineum (Bloody Cranesbill, Bloodred Geranium)

Geranium species (Geranium)
Hemerocallis species (Daylily)
Heuchera sanguinea (Coral Bells, Alum Root)
Iberis sempervirens (Evergreen Candytuft)
Iris species & hybrids (Iris)
Kniphofia species & hybrids (Red-hot Poker)
Lavandula species (Lavender)
Leucanthemum X superbum (Shasta Daisy)
Limonium latifolium (Sea-lavender, Statice)
Linum species (Flax)
Liriope spicata (Lily-turf)
Lupinus species & hybrids (Lupine)*
Medicago sativus (Alfalfa)
Oenothera species (Primrose)
Papaver species (Poppy)
Penstemon species & hybrids (Penstemon)
Perovskia atriplicifolia (Russian Sage, Azure Sage)
Potentilla nepalensis (Nepal Cinquefoil)
Potentilla tridentata (Wineleaf Cinquefoil)
Potentilla verna (tabernaemontani) (Spring Cinquefoil; Creeping Potentilla)
Potentilla – other non-shrubby species & hybrids (Cinquefoil, Potentilla)*
Salvia species & hybrids (Salvia, Sage)*
Sedum species (Stonecrop, Sedum)
Sempervivum tectorum (Hen and Chicks)
Stachys byzantina (Lamb's Ear)
Yucca filamentosa (Yucca)

continued

APPENDIX B

Shrubs and Woody Vines

Atriplex species (Saltbush)
Ceanothus americanus (New Jersey Tea)
Ceanothus ovatus & others (Ceanothus)
Cistus species (Rock-rose)
Cotoneaster dammeri (Bearberry Cotoneaster)
Cotoneaster horizontalis (Rockspray or Rock Cotoneaster)
Cotoneaster – other compact species (Cotoneaster)
Hedera helix (English Ivy)
Lonicera species & hybrids (Honeysuckle)
Mahonia repens (Creeping Oregon Grape)
Parthenocissus quinquefolia (Virginia Creeper)
Prunus besseyi (Sand Cherry)
Purshia tridentata (Bitterbrush, Antelope Bitterbrush)
Pyracantha species (Firethorn, Pyracantha)
Rhamnus species (Buckthorn)
Rhus trilobata (Skunkbush Sumac)
Rhus – other species (Sumac)
Ribes species (Currant, Gooseberry)
Rosa rugosa & other hedge roses (Rugosa Rose)
Shepherdia canadensis (Russet Buffaloberry)
Syringa vulgare (Lilac)
Vinca major (Large Periwinkle)
Vinca minor (Dwarf Periwinkle, Common Periwinkle)

Trees

Acer species (Maple)
Betula species (Birch)
Cercis canadensis (Eastern Redbud)
Populus tremuloides (Quaking Aspen)
Populus – other species (Poplar, Cottonwood)
Salix species (Willow)

*** Plants or groups of plants marked with an asterisk (*) can become weedy in certain circumstances, and may even be noxious weeds with legal restrictions against their planting and cultivation. Check with your local Extension office or State Department of Agriculture for information on noxious weeds in your area.**

Note: Some of the listed plants may not be considered “water-wise” or drought-tolerant for arid climates.

APPENDIX C

FIRE HAZARD SEVERITY FORM

This appendix is to be used to determine the fire hazard severity.

A. Subdivision Design

	Points
1. Ingress/Egress	
Two or more primary roads	1__
One road	10__
One-lane road in, one-lane road out	15__
2. Width of Primary Road	
20 feet or more	1__
Less than 20 feet	5__
3. Accessibility	
Road grade 5% or less	1__
Road grade 5-10%	5__
Road grade greater than 10%	10__
4. Secondary Road Terminus	
Loop roads, cul-de-sacs with an outside turning radius of 45 feet or greater	1__
Cul-de-sac turnaround	5__
Dead-end roads 200 feet or less in length	8__
Dead-end roads greater than 200 feet in length	10__
5. Street Signs	
Present but unapproved	3__
Not present	5__

B. Vegetation (IUWIC Definitions)

1. Fuel Types	
Surface	
Lawn/noncombustible	1__
Grass/short brush	5__
Scattered dead/down woody material	10__
Abundant dead/down woody material	15__
Overstory	
Deciduous trees (except tall brush)	3__
Mixed deciduous trees and tall brush	10__
Clumped/scattered conifers and/or tall brush	15__
Contiguous conifer and/or tall brush	20__

2. Defensible Space	
70% or more of lots completed	1__
30% to 70% of lots completed	10__
Less than 30% of lots completed	20__

C. Topography

Located on flat, base of hill, or setback at crest of hill	1__
On slope with 0-20% grade	5__
On slope with 21-30% grade	10__
On slope with 31% grade or greater	15__
At crest of hill with unmitigated vegetation below	20__

D. Roofing Material

Class A Fire Rated	1__
Class B Fire Rated	5__
Class C Fire Rated	10__
Nonrated	20__

E. Fire Protection—Water Source

500 GPM hydrant within 1,000 feet	1__
Hydrant farther than 1,000 feet or draft site	5__
Water source 20 min. or less, round trip	10__
Water source farther than 20 min., and 45 min. or less, round trip	15__
Water source farther than 45 min., round trip	20__

F. Siding and Decking

Noncombustible siding/deck	1__
Combustible siding/no deck	5__
Noncombustible siding/combustible deck	10__
Combustible siding and deck	15__

G. Utilities (gas and/or electric)

All underground utilities	1__
One underground, one aboveground	3__
All aboveground	5__

Total for Subdivision

Moderate Hazard	50–75
High Hazard	76–100
Extreme Hazard	101+

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BRIAN J HORROCKS

Mayor

KEN LEETHAM

City Manager

CITY OF NORTH SALT LAKE

Police Department

10 East Center Street, North Salt Lake, Utah 84054 • (801)335-8650 Fax: (801)335-8679



CRAIG BLACK

Chief of Police

TO: Honorable Mayor and City Council
FROM: Craig Black, Chief of Police
DATE: December 16, 2025
SUBJECT: Consideration of approval for contract services with Flock Safety for ALPR and associated software services.

RECOMMENDATION

The City Council approve a two (2) year contract term for ALPR Services with Flock Safety for \$51,000 over two (2) years (\$25,500 each year).

BACKGROUND

North Salt Lake Police Department has been utilizing ALPR Cameras for the last several years. Initially a trial period of three (3) cameras were utilized in the west portion of the City and found to be extremely valuable in providing information and intelligence regarding suspects in domestic related crimes, missing persons; especially Amber Alerts, thefts, and myriad other serious crimes in which automobiles were utilized by the suspects to facilitate the commission of their crimes. There are now nine (9) Flock cameras deployed in our city, strategically placed to identify wanted vehicles, or vehicles associated with wanted persons. (See Attachment A).

Because these cameras have been deployed at different times, there are two bills that arise from this ongoing service. Due to increased costs of deploying these camera systems, and particularly software costs associated with effective search and interpretation of data, the total cost of Flock ALPR systems has reached \$36,000 annually. The company has not been able to combine all service bills/agreements into one billing cycle, but most of those costs are now in one bill that is up for renewal. This contract covers six (6) cameras, the Flock Safety Operating System software, and search capabilities that substantially enhance the productivity of ALPR use. This agreement/contract is for \$25,500 each year 12-2025 through 12-2027.

North Salt Lake Police Department is in complete compliance with all requirements set under Utah State Law to operate and manage ALPR Systems. (See Attachment B, North Salt Lake Policy #461).

No additional funding is requested since the costs of this software and equipment is already in place in the budget as part of equipment and professional and technical services items.

POSSIBLE RECOMMENDATION

I move that the City Council approve the two-year contract for services between Flock Safety and the North Salt Lake Police Department for \$51,000.

Automated License Plate Readers (ALPRs)

461.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of the automated license plate reader (ALPR) technology (Utah Code 41-6a-2003).

461.2 ADMINISTRATION

The ALPR technology, also known as license plate recognition (LPR), allows for the automated detection of license plates. It is used by the North Salt Lake Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates, and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access shall be managed by the Administration Deputy Chief. The Administration Deputy Chief will assign personnel under the Administration Deputy Chief's command to administer the day-to-day operation of the ALPR equipment and data.

461.2.1 SPECIAL USE PERMITS

The Administration Deputy Chief or the authorized designee shall obtain required special use permits before installation of stationary ALPR equipment when applicable (Utah Code 41-6a-2003; Utah Code 72-1-212).

461.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use or allow others to use the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official and legitimate law enforcement business (Utah Code 41-6a-2003).
- (b) Particular consideration should be given to using ALPR-equipped vehicles to canvass areas around homicides, shootings, and other major incidents that qualify for use of an ALPR. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (c) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (d) If practicable, the officer should verify an ALPR response through the appropriate law enforcement database before taking enforcement action that is based solely upon an ALPR alert.
- (e) No ALPR operator may access confidential department, state, or federal data unless otherwise authorized to do so.

North Salt Lake Police Department

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Automated License Plate Readers (ALPRs)

461.3.1 LIMITATIONS ON USE

ALPR data shall only be used for the following official law enforcement business (Utah Code 41-6a-2003):

- (a) As part of an active criminal investigation as defined by Utah Code 41-6a-2002
- (b) To apprehend an individual with an outstanding warrant
- (c) To locate a missing or endangered person
- (d) To locate a stolen vehicle

An ALPR system may be used to access the Utah Criminal Justice Information System to verify vehicle registration or insurance information, confirm vehicle identification, or identify a stolen vehicle (Utah Code 41-6a-2003).

461.4 DATA COLLECTION AND RETENTION

All data and images gathered by an ALPR are for the official use of the North Salt Lake Police Department and because such data may contain confidential information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law (Utah Code 41-6a-2004).

The Administration Deputy Chief is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

The Administration Deputy Chief or the authorized designee shall take steps to have all ALPR data that is not reasonably related to official law enforcement business purged in an unrecoverable manner as soon as practicable. In no event shall this data be maintained longer than nine months unless it is subject to a warrant, preservation request, or disclosure order (Utah Code 41-6a-2004). Data that will not be purged should be downloaded from the server onto portable media and booked into evidence.

461.4.1 NON-GOVERNMENTAL AGENCY ALPR

ALPR data captured by a non-governmental agency device may only be obtained pursuant to a warrant or a court order (Utah Code 41-6a-2005).

461.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The North Salt Lake Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All ALPR data downloaded to the mobile workstation and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data

North Salt Lake Police Department

North Salt Lake PD Policy Manual

Automated License Plate Readers (ALPRs)

relate to a specific criminal investigation or department-related civil or administrative action.

- (c) The number of ALPR data searches conducted by members as well as the crime type and incident numbers associated with each search shall be recorded and preserved for at least five years (Utah Code 41-6a-2005).
- (d) ALPR system audits should be conducted on a regular basis.

461.6 POLICY

The policy of the North Salt Lake Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

461.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.
- (b) The request is reviewed by the Administration Deputy Chief or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

461.8 PUBLIC ACCESS

This policy and any special use permits obtained for stationary ALPRs shall be published on the City website or on the Utah Public Notice Website if the Department does not have access to a City website (Utah Code 41-6a-2003; Utah Code 72-1-212).

**Flock Safety + UT - North Salt Lake PD
Davis County**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashlee Adeli
ashlee.adeli@flocksafety.com
(470) 508-5771

Quote Number: Q-176319
Expiration Date: 12/26/2025

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: UT - North Salt Lake PD Davis County
Legal Entity Name: UT - North Salt Lake PD Davis County
Accounts Payable Email: janab@nslcity.org
Address: 10 E Center St North Salt Lake, Utah 84054

Initial Term: 24 Months
Renewal Term: 36 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$25,500.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Flock OS			
Enhanced LPR Upgrade	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$25,500.00
Annual Recurring Subtotal:	\$25,500.00
Estimated Tax:	\$0.00
Contract Total:	\$51,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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.*

Special Terms

The Term of this contract shall be from 12/02/2025 – 12/01/2027.

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$25,500.00
Annual Recurring after Year 1	\$25,500.00
Contract Total	\$51,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Convoy Search	Unearth hidden connections by detecting suspect vehicles that frequently travel together. This tool is invaluable for investigating organized or serial crimes and identifying accomplices.
Visual Search	Transforms any digital photo into a potent investigative lead, enhancing evidence collection. Upload the image of a vehicle into FlockOS™ to initiate a reverse image search that will help you identify crucial suspect vehicle information and unlock dead-end investigations.
Multi Geo Search	Connects the dots between multiple crimes and crime scenes. Link a suspect vehicle to multiple incidents based on location, without needing a vehicle description or plate number.
Custom Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Custom Hot List Deconfliction	Allows Flock Safety users to identify overlapping investigations within their agency and within other law enforcement agencies and provide the contact information of opted-in parties to facilitate collaboration.
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization’s network.
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: UT - North Salt Lake PD Davis County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

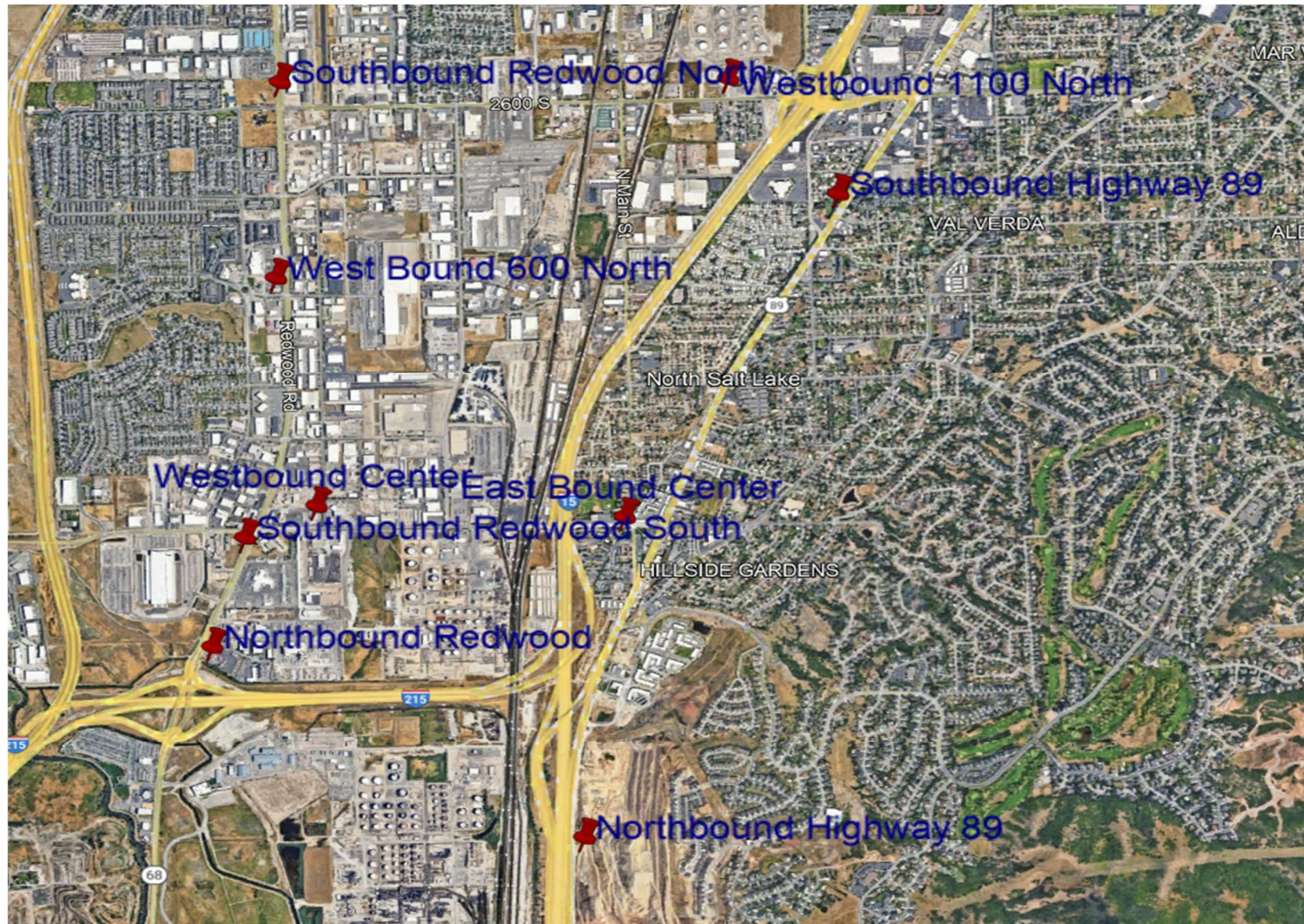
Title: _____

Date: _____

Date: _____

PO Number: _____

Attachment "A"





MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: December 16, 2025

SUBJECT: Consideration of bid award for work on Eagleridge Drive landscaping

RECOMMENDATION

I recommend approval of the bid award to Pitt Landscaping for the Eagleridge Drive Landscaping project.

BACKGROUND

The City has received four bids for the proposed landscaping and improvements on the north side of Eagleridge Drive. Those bids are summarized below:

Strong Solutions LLC	\$873,526.75
J. Lyne Roberts & Sons, Inc.	\$768,943.00
Hogan Construction	\$847,831.00
Pitt Landscaping	\$593,482.67

All of these contractors are highly qualified and could do an excellent job on our project. They have various levels of expertise and experience. Pitt Landscaping is a small local firm that has performed work for North Salt Lake before. We are satisfied with the quality of their work and believe this project is completely within their ability to capably perform and complete.

This project is also subject to reduction in price. The City will be evaluating the materials, overall scope and specific design features such as decorative walls in order to determine what should be included in the final design for the work. It is likely that the awarded price will come down because we will alter the number and height of retaining walls, alter street lighting styles or make other significant changes to the plans that should result in a lower cost.

Finally, there are no funds appropriated in City budgets for this project. It will need to be approved in a budget amendment.

PROPOSED MOTION

I move that the City Council award the bid for the Eagleridge Drive landscaping improvements to Pitt Landscaping in the amount of \$593,482.67.



CITY OF NORTH SALT LAKE

Sales: Ryan Pitt

City of North Salt Lake -Eagle Ridge Dr Phase 1

39 Eagle Ridge Drive North Salt Lake, Utah 84054

Est ID: EST5872698

Date: Nov-19-2025

David,

Thank you for inviting us to provide a cost on this project. This project will run for 3-4 months, with anticipated weather delays it will push job completion closer to the target 6 month completion date from award.

Here is a link to our basic construction methodology.

<https://pittlandscape.com/process>

*All estimate costs are subject to change due to existing market volatility.

*All estimate costs subject to change based on Geotechnical report, Engineering, and final design.

Thank you for Choosing Pitt Landscape & Construction!

Bryan Capilli

801-608-9478

Permitting & Design

\$11,976.60

Complete design build process from provided 90% completed construction documents.

1. Prepare & Submit SWPPP.
2. Submit Notice of Intent.
3. Submit Notice of termination upon completion.
4. Submit for retaining wall permit.
5. Submit for Streets & Electrical Permit.

*Cost includes 40 hours of site plan design and submittal work.

*Cost subject to change based off of municipal permit fees.

Traffic Control

\$58,352.39

Set up and monitor traffic control.

1. Provide Non Engineered traffic control plan.
2. Sidewalk closure for project duration on North side in work area from roughly 39 Eagle ridge to Valley View Drive.
3. Provide Message board, vertical panel shoulder/center and ADA barricade signage.

*Cost subject to change based on final design & traffic control requirements.

*Costs based on 120 days of traffic control. Cost includes 60 set up and take down occurrences of lane shift.

Staging & Mobilization

\$4,517.23

Now that your project planning phase is complete construction is about to commence!

1. Properly mark underground utilities.
2. Stage employees restroom.
3. Stage project equipment.
4. Demobilize after completion.

Storm Water Pollution Prevention

\$12,897.81

1. Project Description

The Eagle Ridge Drive Phase 1 project includes roadway and landscape improvements along Eagle Ridge Drive in North Salt Lake City. Work includes tree and shrub planting, installation of decorative rock, construction of retaining walls, installation of street lighting, irrigation system work, and site grading.

2. Site Characteristics

Disturbed Area: Approximately 1.22 acres.

Topography: Sloped hillside draining toward existing stormwater infrastructure.

Receiving Waters: North Salt Lake storm drain system and ultimately the Jordan River.

3. Potential Pollutants

Sediment, concrete washout, asphalt debris, dust, fuel spills, irrigation flushing sediment, and landscaping materials.

4. Best Management Practices (BMPs)

- Perimeter Controls: Silt fence, wattles, inlet protection.
- Material Storage: Covered and contained stockpiles.
- Concrete Washout: Dedicated lined area.
- Dust Control: sweeping.
- Good Housekeeping: Spill kits, trash removal, equipment staging limits.

5. Phasing & Sequencing

- Phase 1: Mobilization and BMP installation.
- Phase 2: Demolition and clearing.
- Phase 3: Grading and retaining wall construction.
- Phase 4: Irrigation and hardscape.
- Phase 5: Planting and stabilization.

6. Inspection Requirements

Weekly inspections, rain event inspections, corrective actions within 48 hours, maintenance of on-site SWPPP binder.

7. Site Map Requirements

Disturbed area boundaries, BMP locations, drainage patterns, construction entrances, waste areas, and stabilization plan.

8. Permit Requirements

UPDES NOI, SWPPP documentation, BMP plans, inspection forms, and coordination with North Salt Lake City.

Demo- Site Prep	\$46,557.12
------------------------	--------------------

While demolition may not be the most exciting part of the landscaping process, it is an essential step towards creating your dream outdoor space. So, when we kick off this phase, you can rest assured that your new landscape is finally underway, and you should feel excited about the transformation that's about to take place.

1. Demo curb and gutter on Valley View drive.
2. Demo 22 trees. Clean up hillside area in retention footprint.
3. Demo existing decorative gravel in Roughly 8000sf footprint.
4. Demo South side of road for plantings.
5. Remove deadfall and noxious weeds from hydroseed area.
6. Haul away debris.
7. Clean up any disturbed areas from the demolition process.
8. Power wash hard surface upon job completion.

*Native Soil conditions may affect cost.

*Demo cost subject to change based on Final demo scope.

Street Lights Electrical

\$165,741.14

Install (11) Town Center Arterial Standard light poles with **City of North Salt lake cast in base.**

1. Trench lighting locations from meter base.
2. Install sand bed.
3. Install PVC conduit and wire.
4. Install sand bed.
5. Install light pole base footings.
6. Erect light poles.
7. Haul away debris.

*Cost subject to change based on final provided engineered electrical schematic and light pole selection.

Irrigation

\$43,372.11

Install Irrigation per provided 30% complete construction documents.

1. Install stop and waste valves.
2. Install Backflow & Enclosure.
3. Test backflow.
4. Trench and dig out valve locations.
5. Cut Roadway and excavate to south side.
6. Repair Asphalt roadway.
7. Install sprinkler valves.
8. Install the sprinkler bodies and nozzles.
9. Install drip line and emitters to plants.
10. Rake all disturbed areas to prepare for the next installation step.
11. Install Controller material TBD.
12. Run through all sprinklers zones and adjust nozzles.

*Irrigation cost subject to change based on final design and plant schedule.

Retaining Wall

\$102,794.57

Install retaining walls based on material changes discussed outside of existing provided 30% construction docs.

1. Excavate wall location.
2. Install base material.
3. Install Suncore Keystone compact straight face wall block color TBD 1,610sf in budget.
4. Install 4" Universal Wall Cap color TBD.
5. Install Geosynthetic grid to engineered spec.
6. Backfill wall with 1' of 3/4" gravel.
7. Backfill walls with native soils.
8. Clean up work area after installation.

*Native soil conditions may affect cost, geotechnical report may require importing A1 or similar fill. That cost is not included at this time.

*Cost subject to change based on final engineered spec.

Concrete Ramp

\$20,592.97

Install (2) Concrete ramps per 30% CD's.

1. Prepare the subgrade using 2" of 3/4" crushed gravel and compacting.
2. Form up the (2) concrete areas using proper slope for drainage from provided detail.
3. Install dowels and/or expansion joints if next to a foundation or existing slab.
4. Pour concrete to provided detail.
5. Install warning plates.
6. Wash concrete and seal.
7. Clean up surrounding and/or disturbed areas.

*Due to supply and demand the cost of concrete materials are volatile and subject to change.

Decorative Rock

\$14,864.01

Crushed aggregates make a great finish material for high traffic areas, patio surfaces, or to fill joints between walkway stones.

1. Install weed barrier
2. Install and compact 4" of Roadbase.
3. Install 3" of HARDPAC-3/8" MAX FINE BASE - 3/8" minus.
4. Wash down chat to bring out the materials natural colors.
5. Clean up from installation.
6. Haul away and debris.

Hydroseed**\$42,424.57**

Install Bionative hydroseed on 52,965sf area.

1. Tie into municipal Hydrant with metered connection.
2. Install Bio native seed at recommended 15lbs per 1,000sf application rate.
3. Install tackifier.
4. Install Flexterra grown medium on all slopes over 4/1.
5. washout.
6. Clean up from application.
7. Haul away ant debris.

*Cost subject to change based on final design and actual application rate.

Plants**\$69,255.09**

Install Plants to provided 30% construction docs.

1. Layout plants in desired location.
2. Install plants per design.
3. Water in plants after installation.
4. Clean up work area after plant install.

*Plant material is warrantied for 1 year from installation. Plant material warranty does not cover perennials or ground covers.

Subtotal	\$593,345.61
Taxes	\$137.06
Estimate Total	\$593,482.67

•

CONDITIONS:

1. It is agreed that the specification described in this estimate form the scope of work. If the scope of work (Works) is not outlined by a design or other construction documents a sketch will be provided. It is furthermore agreed that there shall be no additions or variations to the scope of work without the written consent of the other party first having been obtained.

1.1. The Contractor undertakes to obtain the necessary approval from the local authority or other statutory body concerned

for the Works as described herein. The Contractor shall hold the Owner harmless for any violations and shall accordingly indemnify the Owner.

1.2. The Owner warrants that he is the registered owner of the Property. In the event of the property not being registered in the name of the Owner, then the Contractor shall be informed in writing by the Owner accordingly.

1.3. In the event of the Local Authority, Mortgager or other statutory body or the Owner, at any time or for any reason whether before, during or after the construction of the Works, requiring any alteration, variation or amendment to the construction documents, and or sketch resulting in additional expense, then the cost of complying with such alteration, variation or amendment shall be borne and paid for by the Owner.

PAYMENT:

2. The Contractor shall be entitled to receive progress payments as the Works proceed in accordance with the provisions set out hereunder:

2.1. 50% of the project or an agreed upon percentage is required to start the planning and scheduling of the project. Progress payments will be requested throughout the duration of the project either weekly, bi-monthly, monthly, upon request, or upon percentage complete. Progress payments are due within 3 days of the request. Failure to pay within the 3 days may result in project delays or stoppage of work. The contractor will not exceed 95% of the total contract value until the said works are 100% complete. Payments can be made by check and ACH at no cost, debit a credit cards will be charged a 3% processing fee.

2.2. Where the Contract Sum is to be paid on the Owner's behalf by a finance company, Building Society, Bank or other institution, the Owner shall be responsible for signing all necessary documentation to enable the Contractor to receive payment as per the schedule as set out in 2.1.

2.3. Any installment not paid on the due date shall bear interest thereon at a rate of 2% greater than the minimum lending rate charged by commercial banks to their client's which interest shall accrue as from the due date for payment. In the event of a material shift in the payment schedule, then the Contractor will notify the Owner when a delay is anticipated. In addition, any discounts in terms of this Contractor Agreement will be forfeited.

COMMENCEMENT AND COMPLETION:

3. Estimated schedules will be provided before project commencement.

3.1. The Contractor may not commence the Works until -

3.1.1. the necessary approval, consent or other authority required under any law (including any statute, ordinance, by-law and / or regulation) has been obtained by the Contractor and / or

3.1.2. the mortgage bond where applicable has been registered and other forms of finance have been approved and / or

3.1.3. required facilities such as electricity and water are available on the Property, free of charge.

3.1.4. 811 has been contacted to mark public utilities. Private lines, such as irrigation, septic, or other privately installed systems, are not marked by this service. It is the homeowner's responsibility to either mark these private lines themselves or hire the Contractor to do so. If the cost for marking private lines is not included in the scope of work, the Contractor will provide a separate cost estimate, which must be approved by the homeowner before work can proceed. If private lines are not marked and the Contractor inadvertently damages one of them, the cost of repairs will be the responsibility of the homeowner.

3.2. For purposes of this Contractor Agreement, except where expressly stated otherwise, the date of completion shall be the date on which the Works is completed and when the Property has been cleared of all rubble and building debris as

generated during construction.

3.3 If completion of the Works is delayed as a result of major or unforeseen circumstances, including but not limited to any strike, lock out, shortages of materials, riot, political or civil disturbance, exceptionally inclement weather or any variation, act or omission on the part of the Owner or any other cause beyond the Contractor's control, then:

3.3.1. the Owner shall not for such reason have any claim against the Contractor whether for damages or otherwise;

3.3.2. the Contractor shall be entitled to a fair and reasonable extension of time for the completion of the Works.

DEFECTS LIABILITY:

4. Subject to the provisions of the following paragraph, the Contractor undertakes that: any patent defect or other faults which may appear within 12 months of completion of the Works due to materials or workmanship not in accordance with this Contract, shall within a reasonable time after receipt of the Owner's written instruction be made good by the Contractor and unless otherwise mutually agreed upon, at his own cost; provided that the Contractor shall not be required to make good at his own cost any damage after completion, unless it is agreed that such damage is due to injury which took place before completion.

4.1. The Contractor shall only be responsible in terms of the preceding paragraph for damages sustained by the Owner under conditions of normal use and service and shall under no circumstances be responsible for damage or loss caused by wear and tear, misuse, neglect, negligence, abuse or accident or in respect of or arising from any risk insured against in terms of home owner's insurance policies normally issued by a reputable insurance company in respect of residential properties and the Contractor shall under no circumstances be liable for any consequential loss or damage.

4.2. The Contractor shall, however, not be liable under any circumstances whatever for any faults or defects caused by sub-surface water, settlement occurring in the ground below, normal shrinking or geological disturbances.

INSURANCE:

6. The Contractor shall insure against Public Liability on or about the Works from the date of commencement mentioned in Clause 4 until the Works have been completed. The Contractor expressly guarantees that Workman's Compensation is paid up and complied with. The Contractor shall insure against all risks to 100% of the insurable value of the Works.

6.1. The Contractor shall cause a performance bond to be issued in favor of the Owner to pay for losses or damages in the event of the Contractor's default.

INTERFERENCE:

7. The Owner shall not have the right, either personally or through his agent, to issue instructions to, or interfere, hinder or obstruct any of the Contractor's workmen, any sub-contractors employed on the Works or other persons employed by or acting on behalf of the Contractor.

7.1. Should the Contractor incur any expense or loss beyond that provided for in, or reasonably contemplated by this Contractor Agreement due to the actions on the part of the Owner as described in Clause 7 or Clause 8, then the value of such expense or loss shall be assessed between the Owner and the Contractor and such agreed value shall be paid to the Contractor on completion of the Works.

OWNERS DEFAULT:

8. If the Owner does not pay the Contractor as provided for in Clause 3 or is in default in any other manner, the Contractor shall be entitled to forthwith cease work under this agreement until the Owner has made payment or until such default has been rectified.

8.1. The time during which such Works shall cease shall operate as an extension of the time for completion of the Works.

8.2. Should the default referred to in Clause 8 continue for a period exceeding 14 days, the Contractor shall be entitled to give the Owner 7 days written notice, by registered mail, of his intentions to terminate the Contractor Agreement.

8.3. In addition to suspending work in terms of this Clause, the Contractor may, after giving 7 days written notice, terminate the Agreement, if the Owner's estate's be provisionally or finally sequestrated or provisionally wound up as insolvent, or should the Owner commit a breach of any of the terms of this Contractor Agreement, all of which terms shall be material, without prejudice to any other rights which the Contractor may have in terms of this Agreement or in law.

8.4. If this Contractor Agreement is terminated by the default of the Owner, then the Contractor shall be paid liquidated damages in the sum of 20% of the Contract Sum provided that the above provisions shall in no way preclude any other right or remedy that the Contractor may have in law.

8.5. A Certificate signed by the Contractor's Auditor specifying the amount due by the Owner to the Contractor shall be sufficient proof of any amount due to the Contractor in terms of this Agreement and may be used by the Contractor for the purposes of obtaining judgment whether by default or otherwise, summary judgment or provisional sentence against the Owner in any Court of Law having jurisdiction in respect thereof.

CONTRACTOR DEFAULT

9. If the Contractor shall make default in any of the following respects:

9.1. without reasonable cause wholly suspend the Works before completion, or

9.2. refuses to proceed with the Works with reasonable diligence, or

9.3. refuses after notice in writing from the Owner, to remove defective work or improper materials, then, if such default shall continue for 14 days after a registered letter from the Owner specifying the same, the Owner may, without prejudice to any other rights he may have in terms of this Contractor Agreement or in law, by registered post, terminate the employment of the Contractor under this Agreement, provided no dispute has been declared in terms of Clause 14. In such event the Contractor shall be liable for all damages incurred by the Owner by reason of such default.

9.4. If the Contractor's estate is sequestrated as insolvent or if, being a company, it is placed under voluntary or compulsory liquidation, the Owner may, without prejudice to any other rights contained herein, by written and registered notice terminate the employment of the Contractor under this Agreement.

MATERIALS IN SHORT SUPPLY

10. In the event of any of the materials set out in the Specification hereto being in short supply or unavailable for an unreasonable amount of time, then the Owner shall select substitute material of a similar quality from amongst like material readily procurable by the Contractor. Any difference in price shall be for the account of the Owner.

VARIATIONS:

11. All variations, authorized or required by the Owner, shall be carried out and the Contract Sum adjusted, the valuation being assessed on the basis of the valuation of similar work included in this Contractor Agreement. Any variation to the Contracted Sum must be in writing and signed by both parties.

11.1. Change Orders will be submitted as additional exhibits to this agreement. All additional executed Change Orders will be held to the Conditions and Terms of this agreement. Payment terms will be determined based on scope and within each individual Change Order.

11.2. Allowances are generally provided to the client in the initial Works. Following the Design, Permitting and Engineering

phase, the Contractor will provide a reconciled Change Order with any credits or adjustments warranted through variations in the original Works. Details of the credits and additions will be documented on such Change Order.

11.3. A change order may result in an initiation fee of \$300.00 that will be added to the final invoice in certain circumstances. Change orders due to allowances adjustments and or unforeseen items will not be subject to the fee. The fee will only be applied to change orders if there are constant request for scope changes from the client then subsequently declining the changes.

11.4. Change orders may affect the estimated project timeline. The execution of a change order could result in down time on the project where no crews or subcontractors will be present on site until the change order has been planned and implemented into the schedule. A new schedule will be presented to the client within a reasonable timeframe and work shall continue based on the new estimated schedule.

WARRANTIES

12. Landscape and Construction Limited Warranty Agreement

THIS LIMITED WARRANTY AGREEMENT EXCLUDES CONSEQUENTIAL DAMAGES

Introduction.

This guide is prepared to help you to understand the limited warranty on your construction project and the procedure for obtaining warranty service. You should read this Limited Warranty in its entirety to understand the protection it affords, the exclusions applicable to it, the warranty standards which govern its interpretation and operation, and the responsibilities of you, the Owner (also referred to in various documents alternatively as "buyer").

It should be understood by the Owner that every constructed entity requires maintenance to prolong its lifespan. It is the Owner's responsibility to maintain the entity. Regular maintenance includes such items as preserving soil drainage, caulking, cleaning, resealing, or repainting of finished surfaces as necessary, routine maintenance of mechanical systems, etc.

Requesting Service and Claims Procedures.

To comply with the terms of the Warranty, as well as for reasons of accuracy, all non-emergency items for which you request service must be reported in writing.

1. When reporting a problem, please contact our operations department via e-mail at operations@pittlandscape.com. Please include a complete description of the problem along with at least one photograph of the item, your name, address, and phone number you can be reached during business hours. You will be contacted within 5 business days via e-mail or by phone concerning your request. If a delay will cause extra damage (for instance, a pipe has burst), the Owner should telephone the project manager of Pitt Landscape and Construction at (385)-347-2715. Only emergency reports should be given or taken by phone.
2. Depending on the issue, an inspection and review of service requests may be needed. If, upon review, a repair is necessary and covered under this warranty, the Contractor will either correct the items at the time of the inspection, or schedule appropriate personnel and trade contractors to complete the work.
3. The Owner must notify the Contractor in writing, of the existence of any defect before the Contractor is responsible for the correction of the defect. Written notice of a defect must be received by the Contractor prior to the expiration of the applicable warranty period. And no action at law or in equity may be brought by Owner against the Contractor for failure to remedy or repair any defect about which the Contractor has not received timely notice in writing.

What is covered by our Limited Warranty?

The Contractor (also referred to in various documents alternatively as “remodeler” or “Pitt Landscape”) warrants that all construction related to the project, or remodeled space, (the terms “project”, “work”, or “remodeled space” are used interchangeably herein and include the Plans and Specifications together with Excess Costs/Change Orders as defined in the “Construction Agreement”), substantially conforms with the Plans and Specifications and Excess Costs/Change Orders, that the materials that were used with respect to this project were new (unless expressly agreed upon by the parties), and that the construction was completed in accordance with the State of Utah codes and standards that define “workmanlike” construction.

Within 1 year from the substantial completion of construction or occupancy of the constructed/remodeled space by the Owner, whichever is first to occur, the Contractor will repair or replace, at Contractor’s option, any defects in material or workmanship as determined by the application of the above-reference workmanlike standards and as otherwise limited by the terms and conditions of this Limited Warranty. The Owner agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

Contractor’s Right-to-Cure.

This Limited Warranty Agreement is a separate contract entered into between the Owner and Contractor, involves independent and sufficient consideration exchanged between the parties and is designed to address and resolve issues and alleged defects that may arise within 1-year of project completion and/or legal occupancy of the property. The purpose of this Agreement is to govern such issues without resort to disputes or the expense and uncertainty of arbitration or litigation. In recognition of this purpose, and the independent consideration and mutual agreement involved, the parties agree that prior to commencing arbitration or legal actions under this Limited Warranty Agreement, the Owner hereby grants the Contractor the right and ability to investigate, resolve, and cure, when determined necessary, any alleged construction defect before the Owner may commence arbitration or legal action for any purpose, including but not limited to allegations that Contractor failed to construct the project in a “workmanlike” manner.

Disclaimer.

This warranty is in lieu of all other warranties, express, implied, written, or oral, including but not limited to any implied warranty of merchantability or fitness and strict liability in tort and is provided in lieu of all obligations and liabilities of the Contractor with respect to defects in materials and workmanship. The rights and remedies contained in this Limited Warranty constitute the Owner’s sole recourse against the Contractor for costs and expenses to cure defects in the property or loss in value caused by such defects. This Warranty excludes any right to consequential damages, and/or incidental expenses related to inconvenience or relocation during repairs. Owner is responsible to mitigate damages. Unless otherwise provided in written form by the Contractor’s authorized representative, this limited warranty is the only express warranty the Contractor gives.

What is not covered by the Limited Warranty?

This Limited Warranty does not cover the following items:

- a. Damages from the elements (such as fire, wind, hail, lightning, ground movement or other natural occurrence or casualty, Acts of God), misuse, abuse, ordinary wear and tear, and/or the failure of Owner to follow proper operating instructions or to otherwise fail to properly maintain the area of the home or garage that is related to the construction project;
- b. Damages from the failure of utility services;
- c. Damages related to items not furnished by the Contractor, including damage to personal property and defects in

materials and workmanship or negligence attributable to persons other than the Contractor, or its subcontractors, suppliers or employees;

- d. Items arising after the 1-year period referenced above;
- e. Incidental or consequential damages, such as loss of the use of the property, including secondary damages and damages from mental anguish;
- f. Damages to anyone other than the original Owner;
- g. Defects in appliances and equipment and other miscellaneous items considered "Consumer Products", as defined below, that are covered by manufacturers' warranties (the Contractor herein having assigned these manufacturers' warranties to the Owner pursuant to the Manufacturer's Warranties section to the extent they are assignable and it accordingly being agreed that if a defect appears in these items, the Owner should follow the procedures set forth in the manufacturer's warranties relative to the same), however, the Contractor warrants that appliances shall be properly installed;
- h. Conditions or damages caused or aggravated by any failure to give notice to the Contractor within a reasonable time that inhibits the Contractor's opportunity to take remedial action or denial of or lack of cooperation with the Contractor's right to cure; and,
- i. The so called "non-warrantable" conditions as hereafter set forth in the Non-Warrantable Conditions Section.

Manufacturer's Warranties.

The Contractor assigns and passes through to the Owner (to the extent they are assignable) the manufacturer's warranties on all appliances, equipment, and other Consumer Products: appliances, heating and cooling equipment, plumbing fixtures and equipment, mechanical and/or electrical equipment, cabinets, floor coverings, roofing materials, windows, doors, etc. NOTICE: Appliances, equipment or other components supplied or installed under a manufacturer's warranty will be repaired or serviced by the manufacturer or designated service personnel and not the Contractor under this Limited Warranty agreement.

Non-warrantable Conditions.

The following statement of conditions relates to items or events that are not subject to the Contractor's warranties as set forth herein. To this end, the Owner acknowledges and understands that, like other products made by humans, a construction project, home renovation, or remodel are not perfect and certain inherent elements in the materials used to construct and remodel are such that the following conditions cannot reasonably be warrantied by the Contractor. The Owner acknowledges that the Owner has read these items carefully and understands that the Contractor has not been contracted for the correction of these types of problems should they occur:

a. Radon/Indoor Air Quality.

The Contractor makes no warranty regarding the presence of radon gas at or in the vicinity of the property or the quality of the air within the property. Radon is a naturally occurring phenomenon. The Contractor claims no special expertise regarding either the identification of or the methods to reduce radon levels, or the risks associated with radon exposure and makes no warranty relative to the same.

1. Other Environmental Pollutants.

The Contractor makes no warranty, either expressed or implied, regarding the absence of mold, fungi, bacteria or other micro-organisms or other environmental pollutants, in or about the subject property, nor does the Contractor have any knowledge of the special health conditions of any persons that comprise Owner or those who may be on the property with Owner. In the event any person that comprises the Owner or any person who may be on the property with the Owner shall

have special medical conditions which are known to the Owner or become known to the Owner which may adversely affect such person or persons, Owner should consult with appropriate medical experts, at Owner's cost. Any testing or remediation desired by the Owner shall be at the Owner's expense, unless the Contractor asserts Contractor's Right to Cure as specified in this Agreement and specifically agrees in writing to cover such items.

b. Concrete, Masonry, and Mortar.

Concrete, masonry, and mortar may develop hairline cracks or may develop spalling due to shrinkage, expansion, and contraction. These cracks or spalling may not affect the structural integrity of the building, are impossible to eliminate, and are considered normal. As concrete is a porous, natural product, it can absorb and express many different substances from both top and bottom. Staining that occurs is beyond the control of the contractor and is considered normal. Concrete may have many color variations due to different types of sand, cement, admixtures, and aggregates used in the mixture. The curing of concrete is a chemical process and may take up to 30 days to complete, changes in color, size, and strength are to be expected. Sometimes displacement or chipping between new and old or existing concrete occurs and is considered normal. Other excluded items are: coatings of any type, epoxies, and overlay products, concrete/asphalt patching or repair work, concrete work designed by others, and concrete subject to heavy or commercial use.

c. Wood.

Wood will sometimes check or crack or the fibers will spread apart due to the drying process. This condition is most often caused by the heat inside the house or the exposure to the sun on the outside of the construction site or property. This condition is considered normal, and the Owner is responsible for any maintenance or repairs resulting from it.

d. Drywall/Sheetrock.

Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying out process. These items can easily be handled by the Owner with spackling during normal redecorating.

e. Caulking.

Exterior caulking and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or shrink somewhat in the months after installation. These conditions are normal and should not be considered a problem. Any maintenance or repairs resulting from them are the Owner's responsibility.

f. Frozen Pipes.

The Owner must take precautions to prevent freezing of pipes and sillcocks during cold weather, such as removing outside hoses from sillcocks, leaving faucets with a light drip, and turning off the water system if the house is to be left for extended periods during cold weather. Any damage caused by the Owner's failure to maintain adequate heat to the home. Including resulting damage to personal property, is excluded.

g. Ice Dams.

Ice dams are considered a natural phenomenon, caused by freeze/thaw cycles in the Winter. Erratic weather conditions can cause the build-up of ice, snow, and water, which backs up under the shingles, causing leaks. Ice dams and ice and snow build-up should be removed from the lower portions of the roof, if possible. Ice dam prevention is the Owner's responsibility.

h. Alterations to Grade.

Any alterations to grading due to the installation or addition to landscaping, patio, or service walks by the Owner, which either obstructs the initial grading pattern as established by the Contractor, exceeds the damp proofing or waterproofing height of the foundation, or eliminates the positive grade (slope) away from the foundation, and any problems that result

form any of the above conditions, will not be covered by this Limited Warranty.

i. Damage Due to Adding Sprinkler System After Completion.

The Contractor is not responsible for the following occurrences arising as a result of the Owner installing a sprinkler system outside of the scope of Owner's contract with the Contractor: (i) discoloration of paint, stucco, or other exterior materials resulting from the sprinkler systems; (ii) severance of underground downspout tile, wires, cable, or telephone lines, etc.; (iii) basement moisture/leaks; and (iv) damage to shrubbery and trees due to excessive water.

j. Floor Squeaks.

After extensive research and writing on the subject, technical experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather and other phenomenon.

k. Floors.

Floors are not warranted for damage caused by neglect or the incidents of use and normal wear and tear. Wood, Tile, Laminate, and Carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile, and stains should be cleaned from carpets, wood, laminate, or tile immediately to prevent discoloration.

l. Brick Discoloration.

Most bricks may discolor because of the elements, rain run-off, weathering, or bleaching. Efflorescence (formation of salts on the surface of brick walls) may occur because of the passage of moisture through the wall. Efflorescence is a common occurrence, and the Owner can clean these areas as the phenomenon occurs.

m. Broken or Scratched Glass.

Any broken or scratched glass or mirrors that are not noted by the Owner at the final walkthrough are the responsibility of the Owner.

n. Stained Wood.

All items that are stained will normally have a variation of colors because of the different textures of the woods. Because of the weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood, which the Owner can easily touch up. These conditions are normal and not considered defects; and, accordingly, are not covered by this Limited Warranty.

o. Paint.

Good quality paint has been used internally and externally on the project. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, the Owner should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, and so on. The Owner should also not scrub latex-painted, inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted at the final walkthrough are the Owner's responsibility.

p. Plumbing Maintenance.

If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line, the Owner will be billed for the service call.

q. Roof.

During the first year the warranty on the Owner's roof as added and/or altered by the project is for workmanship and materials. Warranty claims for any defects in materials should be handled through the manufacturer with the distributors and the Contractor's assistance. The Contractor will not be responsible for any damages caused by walking on the roof or by installing any items on the roof.

r. Condensation.

Condensation takes place in a home wherever warm, moist air encounters colder surfaces such as windows, basement walls or exposed pipes. There is more condensation in construction today because of tighter building standards, better insulation, and improved windows and doors that have virtually eliminated drafts and numerous air exchanges in the home. The Contractor shall assume no responsibility for condensation, or for any damages due to condensation.

s. Rising Truss Syndrome.

Rising truss syndrome is a naturally occurring phenomenon, referring to either a noticeable crack in the drywall, or the sudden development of floor squeaks along the center non-bearing walls directly under the center of the roof truss spans. It usually develops during the first heating season. Specifically, it involves properties that have had a "truss system" installed instead of a conventionally framed roof system. A roof truss system (which is simply a premanufactured building component made of several parts) permits longer spans with smaller framing members. However, when assembled the roof truss system is in temperature equilibrium, but after it is installed, the situation changes with parts of the truss system absorbing moisture and expanding and other parts not, thus sometimes creating an upward arching and the above referenced results. While there are methods that can be used to minimize the effect of this syndrome, it generally cannot be eliminated in its entirety and accordingly is excepted from this Limited Warranty.

t. Unforeseen and/or Concealed Conditions.

Unforeseen and/or concealed conditions on the property, including, but not limited to, the presence of old paint containing lead, asbestos on duct work, piping or in other areas, or hazardous materials or other environmental and health hazards that existed prior to the beginning of remodeling work or remediation under this contract shall not fall under the warranty responsibility of the Contractor. Any work to remove such materials or substances undertaken by the Contractor shall not be interpreted as a warranty that all such materials or substances, concealed or otherwise, have been eliminated from the home in total and do not remain.

Opportunity to Investigate, Right to Cure and Elect Remedies.

In accordance with the Contractor's right to cure, the Owner agrees to provide the Contractor with the reasonable opportunity to investigate and determine responsibility for and/or cure all alleged defects, if any, including remediating and/or making repairs or, alternatively, to elect to pay for the reasonable cost of repairs at the Contractor's sole discretion.

Contractor's Duty to Diligently Prosecute Repairs, Owner's Duty of Ongoing Cooperation with Contractor's Reasonable Ongoing Efforts.

The Contractor's rights and responsibilities under this limited warranty agreement are subject to the Contractor's diligent prosecution of remedial work which requires the Contractor to use commercially reasonable efforts to properly diagnose and complete covered repairs in a reasonable and timely manner so as not to allow a defective condition to worsen or to lead to the diminution in value of the property. However, this standard recognizes that the cause, diagnosis, and possible cures for construction defects can be difficult to ascertain (e.g., water intrusion or leaks) and in some cases, may only be discovered and determined through a detailed process of elimination involving significant time and effort. This may include but may not be limited to staging repair and testing under specific weather conditions and/or evaluating the effectiveness of remedies after seasonal conditions have changed.

In executing and accepting this warranty agreement, the Owner recognizes that so long as the Contractor is diligently pursuing discover and/or repairs and remedies in good faith and on an ongoing basis, the Owner's ongoing duty to

cooperate in full with the Contractor under this agreement is not waived. This is the case even after multiple unsuccessful attempts have been made to address the issue, including incorrect diagnosis or unsuccessful remedial repairs.

Violation of Contractor's Right to Cure Bars Claims.

The Owner expressly agrees hereby that any legal claim, cause of action, or submission to arbitration, made under any legal theory, and brought by the Owner against the Contractor for an alleged defective condition shall be subject to the Contractor's Right to Cure and to elect remedies under this agreement in that such claims, actions, and submissions shall be barred unless and until the Owner provides the Contractor with the reasonable opportunity to cure, and/or elect remedies, fully cooperates, including sharing any reports or data compiled by the Owner's expert with the Contractor and provides ongoing access to the home for purposes of the Contractor's diagnosing and diligently prosecuting repairs until complete.

Failure to Mitigate Damages Voids Warranty and Provides Affirmative Defenses to Contractor.

The Owner is expressly prohibited from claiming damages from an alleged defect, where the Owner has denied or continues to deny the Contractor's reasonable requests and/or attempts to remedy, or pay to remedy, such defect. The Owner acknowledges that such a denial by the Owner of the Contractor's right to cure amounts to a violation of this Agreement, and as such, the parties agree that the Owner's remaining warranty rights, if any, shall be terminated. In addition, the parties agree that such denial by the Owner of the Contractor's right and reasonable attempts to cure or the Owner's failure to cooperate will constitute the Owner's failure to mitigate damages, and this shall provide the Contractor with this and all other affirmative defenses afforded to the Contractor under the law.

Arbitration in the Case of Disputes.

In the event after completion of such investigation and review by the Contractor, and after the Owner has fully cooperated and provided the Contractor with the right to cure and/or elect remedies as required herein, there is a claim(s), dispute(s) or other matter in question over which the Contractor and Owner cannot agree to a resolution thereof, or in the event the Owner and Contractor cannot agree to the resolution of any other dispute arising under the terms of this Agreement, the Owner and Contractor agree that a decision as to the disputed item(s) shall be reached through binding arbitration based upon mutually agreeable arbitration rules, which shall be conducted in a prompt and expeditious manner and in accordance with Utah's general arbitration guidelines. The fees of the arbitrator shall be split by the Owner and Contractor. Thereafter, a hearing shall be held. The decision of the arbitrator at such hearing shall be final and binding upon the parties. The Owner and Contractor additionally agree that in the case of such a claim or dispute, time is of the essence and that the most expeditious reasonable method of arbitration as set forth above shall be used, and further, that all parties shall be bound by the outcome of such arbitration.

Limited Warranty Not Transferable.

This Limited Warranty is extended to the Owner only and is not transferable. When the Owner sells the property or moves out of it, this Limited Warranty automatically terminates. It is not transferable to subsequent purchasers of the home, nor to the Owner's tenants.

Interpretation of Codes, Standards and Specifications.

Relative to matters of building codes or manufacturers' recommended installation methods for specific products or materials, local building industry standards and any necessary repair protocols under this Limited Warranty Agreement, or otherwise, the Contractor acknowledges that many of the standards, installation and compliance methods are interpretive in nature with more than one viable approach as the possible solution to challenges that may arise. Unless, an applicable code provision, regulatory requirement of local, state, or federal law or manufacturer's standard, specification or instruction is clearly applicable to the contrary, along with some resulting negative impact to the Owner, the Owner hereby agrees that the Owner will defer to the Contractor, and it will be the Contractor's judgment and decision-making that will govern any interpretive matter at issue.

Regarding manufacturers' installations standards and instructions, it is further recognized by the Owner and Contractor that it is a common practice for manufacturers, installers, and/or their respective industry trade groups to retroactively publish or

issue revised standards or instructions for installation, product specifications or material use from time to time, after issues or limitations are identified and adjustments for new installations are determined to be necessary. In light of the practice of retroactively issuing "defensive instructions", adjustments or "subsequent remedial measures", the parties to this Limited Warranty Agreement recognize that it is the Contractor's professional and practical experience in evaluating and judging the appropriate installation method, product specification and/or material use at the time of construction that will take precedence, govern and be determinative under this contract, notwithstanding subsequent or future guidance to the contrary. The Contractor's professional and practical experience in evaluation and judgment shall also take precedence, govern and be determinative on any question relating to whether remedial work is required, and/or what action should be taken, if any, when such retroactive "defensive instruction", adjustments and/or "subsequent remedial measures" are at issue.

No Obligations for Voluntary Actions.

Any remedy voluntarily offered or provided by the Contractor in one instance that is not legally required will not create an obligation to do so in any other instance, nor will any remedial action taken by the Contractor at any time extend the time periods or alter the scope or conditions of any warranty obligation of the Contractor related to the project.

Subrogation.

If the Contractor repairs, replaces, or pays the cost of repair or replacement under this Limited Warranty Agreement any defect or components for which the Owner is covered under a manufacturer's warranty or by any insurance policy, the Contractor will be automatically subrogated to the Owner's rights under same to the extent of costs paid or incurred by the Contractor.

Exclusive Remedy and Limits of Costs.

The repair, replacement, or payment remedy selected by the Contractor shall be the exclusive remedy for which the Contractor will be liable with respect to the specific defective condition under this Limited Warranty Agreement. In no event will the Contractor be liable for repair costs or other warranty obligations amounting in aggregate to more than the total project cost of work performed during the project under any circumstances.

Severability.

If any of the provisions of this Limited Warranty Agreement are found by a court of competent jurisdiction to be unenforceable, all the remaining provisions shall remain in effect and retain their full enforceability under the law.

JURISDICTION

14. The parties hereby expressly consent to the jurisdiction of the Local Court even though such claim may otherwise exceed that Court's jurisdiction to adjudicate on any dispute arising out of this Contractor Agreement which is not otherwise subject to arbitration in terms hereof. This is subject to the provision that if a party elects to institute action in a higher Court, he / she shall be entitled to do so.

ARBITRATION:

15. Any dispute or difference between the Contractor and the Owner arising out of and during the currency of the Agreement or upon termination or cancellation thereof, shall be referred to arbitration. The arbitrator shall be appointed at the request of either party by the relevant Association having jurisdiction in the area.

PARTY STATUS:

16. The Contractor is not an employee of the Owner but is working in his/her capacity as an independent contractor. The Contractor shall hold Owner harmless and thereby indemnify Owner for any claims including but not limited to liability

insurance, worker's compensation and withholding of tax for Contractor's employees.

LIEN RELEASE

17. The Contractor if asked by the Owner will provide a lien release after the project has completed.

RIGHT TO CANCEL

18. Either party shall have the right to cancel this Contractor Agreement within 3 (three) days of signing it without incurring any penalties whatsoever. Cancellation must be in writing and delivered to the stated address of the other party. If a deposit has been made within the 3 days the total amount will be refunded. If canceled after the 3 days the customers deposit will be refunded minus a charge for the amount of time spent on the project at \$75.00 per man hour or 10% of the deposit, whichever is greater. Calculations will be sent in writing prior to issuing the refund in a reasonable amount of time. The refund will be paid by check within 30 days of the calculations being sent.

ENTIRE AGREEMENT

19. Entire Agreement

19.1. This agreement and any exhibit attached constitute the sole and entire contractor agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.

19.2. No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is:

19.2.1. In writing;

19.2.2. Agreed to by both parties;

19.2.3. Signed by both parties.

19.3. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.

19.4. No party may cede any of its rights or delegate or assign any of its obligations in terms of this contractor agreement without the prior written consent of the other parties.

Contractor: _____

Ryan Pitt

Client: _____

Signature Date: _____ 11/22/2025

Signature Date: _____

Email: sales@pittlandscape.com



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: December 16, 2025

SUBJECT: Consideration of Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT)

RECOMMENDATION

I recommend approval of Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT).

BACKGROUND

The Council previously reviewed this item on the October 21, 2025 Council meeting. At that time, the City staff had a concern about whether or not public improvements dedicated to the City would have a warranty. As we worked through this issue with UDOT, we have discovered that UDOT rules specifically state the warranty runs to the City's benefit. We believe this offers us reasonable protection from failures that need corrective action through warranty.

Here is the remainder of the background for this item that was provided to you in October:

As the UDOT prepares to construct the new improvements on I-15, they anticipate impacts on the communities which are adjacent to the project. Those impacts include adjustments to storm drain lines and facilities, water lines, local and regional roadways, existing interchanges and many other unknown impacts. This is typical of such a large project and the attached proposed agreement sets forth the terms and provisions to manage and address those impacts.

This agreement sets out the processes for plan preparation and review, various approvals processes, adherence to City ordinances in certain situations, compliance with UDOT regulations, ways to request exceptions to or project additions, and methods for obtaining reimbursement of costs incurred by a local government agency related to the project. The proposed agreement is required of all local government agencies affected by the project.

This agreement also has an addendum form that we may use to make additions or special requests of UDOT during the course of the project. It is included for your information only and will only be used if we are asking UDOT for additions or project enhancements.

PROPOSED MOTION

I move that the City Council approve Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT).

Attachments:

- 1) Resolution 2025-53R
- 2) Proposed Master Agreement w/addendum form

RESOLUTION NO. 2025-53R

**A RESOLUTION APPROVING THE CITY OF NORTH SALT LAKE
MASTER AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION RELATED TO THE I-15 PROJECT**

WHEREAS, the Utah Department of Transportation (UDOT) intends to widen I-15 between Salt Lake City and Farmington City beginning in 2027; and

WHEREAS, there are numerous local government agencies, including the City, whose public infrastructure is affected by the proposed project and for which the proposed agreement will be required; and

WHEREAS, the proposed agreement is required and necessary to establish terms, provisions, procedures and methods for ensuring that all public infrastructure, regardless of ownership or purpose, survives the physical construction of the I-15 widening; and

WHEREAS, the City Council finds that it is necessary to the citizens' collective health, safety and welfare to enter into this agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of North Salt Lake, Utah as follows:

Section 1. AGREEMENT APPROVED. The Master Agreement attached to this resolution shown as Exhibit A is hereby approved.

Section 2. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 16th day of December, 2025.

CITY OF NORTH SALT LAKE
By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin	_____
Council Member Clayton	_____
Council Member Jackson	_____
Council Member Knowlton	_____
Council Member Van Langeveld	_____

CITY OF NORTH SALT LAKE MASTER AGREEMENT UT29

THIS MASTER AGREEMENT is made by and between the **Utah Department of Transportation**, ("UDOT"), and **City of North Salt Lake**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party"), and together as parties, ("Parties").

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-R199(343), I-15 Reconstruction; Farmington to Salt Lake City in Davis and Salt Lake Counties, Utah, ("Project"); and

WHEREAS, the design-build contractor will complete the design and administer construction of the Project ("Design-Builder"); and

WHEREAS, UDOT has identified City facilities ("Facility or Facilities") within the limits of the Project which may necessitate the relocation, protection, or adjustment of the Facilities, ("Third-Party Work"); and

WHEREAS, the City desires for UDOT to design and perform the Third-Party Work on the Facilities necessitated by the Project; and

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursement, the Parties are entering into this Master Agreement with the understanding that future Supplemental Agreements to this Agreement will be entered into covering the specific Third-Party Work to be accomplished by UDOT for each specific impact location.

THIS AGREEMENT is made to set out the terms and conditions for the Third-Party Work that shall be performed.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, the Parties agree as follows:

1. PROJECT RESPONSIBLE FOR COST

UDOT is responsible for 100% of the cost of the Third-Party Work if consistent with Utah Code § 72-6-116(3)(a) and Utah Administrative Code R930-8.

2. CONTACT INFORMATION

UDOT's Project Representative is John Bangle, Utility and Railroad Leader, telephone number (801) 867-6764, and e-mail jbangle@utah.gov, or their designated representative, as assigned.

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, and e-mail tbeck@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative is Brad Williams, telephone number (801) 232-6314, and e-mail brad.williams@hdrinc.com, or their designated representative, as assigned.

City's contact person is Karyn Baxter, telephone number (801) 335-8722, and e-mail karynb@nslcity.org.

After awarding the Project, UDOT will provide the City with the Design-Builder contact information, ("Design-Builder Project Representative").

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Facilities and City requirements for inclusion in this Agreement and the Project Request for Proposals, UDOT gave the City authorization for preliminary design engineering on March 31, 2025.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the City.

5. PROJECT COORDINATION

During the development of the Project design, the City and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided.

If Third-Party Work is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Third-Party Work. The City will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Resident Engineer will be responsible for coordinating with other third-parties as it relates to Facilities.

6. CITY REQUIREMENTS

UDOT will comply with the following City requirements:

- a. 2 weeks to provide comments on over the shoulder design/concept reviews
- b. 2 weeks to provide comments on 60%, 90%, and 100% design milestone reviews
 - i. 2 weeks to review updated design plans and close comments
- c. 2 weeks to review and provide comments on agreements
- d. 1 month for agreement approval and signature
 - i. City Council meetings are typically held on the first and third Tuesdays of each month
 - ii. Items for inclusion on the City Council agenda must be provided to the City at least 10 calendar days prior to the meeting
- e. A minimum of 48-hour notification is required for impacts to City infrastructure; road closures and detours must be approved, in writing, by City at least 2 business days in advance
- f. UDOT will supply as-constructed plans, in PDF, GIS shapefile, and CAD format, upon completion of any required Third-Party Work.

7. UDOT TO DESIGN AND CONSTRUCT THIRD-PARTY WORK

UDOT will schedule and meet with the City to review the design and scheduling of the Third-Party Work to ensure maximum lead time for advance order of materials and workforce scheduling.

- a. UDOT will design the Third-Party Work in accordance with City's standards regularly followed by the City in its own work and not considered a betterment. In the event of a conflict between UDOT and City standards, the higher standard will be applied. The City standards in effect at the time of the signing of this Agreement shall be the standards required for this Project.
 - i. Follow City standards: <https://www.nslcity.org/182/Construction-Standards-Specifications>
- b. UDOT will secure permits required for Third-Party Work.
- c. UDOT will notify the City at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements, to allow the City time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

8. **RIGHT-OF-WAY**

The City shall submit to UDOT all conveyances, vesting documents, or other evidence of title to real property related to the potential relocation of Facilities as early as possible.

Any easements or replacement right-of-way required in conjunction with the Third-Party Work will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8.

9. **BETTERMENT WORK**

If the City desires to include betterment work in the Project at any specific location, UDOT may agree to the betterment work provided the difference in costs between the functionally equivalent required Third-Party Work and the City's desired betterment work shall be at the sole cost of the City, and the betterment work can reasonably be accommodated without delaying the Project. UDOT has the sole discretion to determine whether the betterment work will be included in the Project. Betterment work, including details and costs for accommodating the betterment work, will be addressed by a separate local government betterment agreement between UDOT and the City.

Once a Design-Builder has been selected by UDOT, any betterment work not previously requested will be negotiated directly with the Design-Builder and UDOT.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the City shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. UDOT will provide design plans and Third-Party Work schedules for review and approval by the City prior to start of the Third-Party Work. A copy of the format of the proposed Supplemental Agreement is marked Exhibit "A" that is incorporated by reference.

The City will review and provide comments within 2 weeks of receiving the agreement. Third-Party will process for signature, approved final Supplemental Agreement **within 4 weeks**.

In the event there are changes in the scope of the Third-Party Work, extra Third-Party Work, or changes in the planned Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the changes or additions.

11. CITY TO NOTIFY UDOT

The City's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Third-Party Work. The City's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. INSPECTION

The City shall provide on-call engineering support by the City engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection on the Facilities installed by UDOT.

- a. The City engineer and/or inspector shall work with and through UDOT's Project and Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Third-Party Work on Facilities in accordance with the plans and specifications provided and/or approved by the City, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The City shall immediately notify UDOT's Project and Field Representative of any deficiencies in the Third-Party Work on the Facilities. The City shall follow up with written detail to UDOT's Project and Field Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to City concerns within 24-hours of written notification.
- d. The City, through its inspection of the Third-Party Work, will provide UDOT's Project and Field Representative with information covering any problems or concerns the City may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the City of its duty in the performance of the Third-Party Work or to ensure compliance with acceptable standards.

13. **DAILY RECORDKEEPING**

UDOT and the City will each keep daily records of onsite activities. The City's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or their authorized representatives and by the City or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement.

14. **REIMBURSEMENT**

UDOT will not reimburse the City for costs incurred by City personnel for design review, observation, inspection, and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the City to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the City shall notify UDOT. Upon concurrence by UDOT, a Supplemental Agreement for the cost of the services will be executed at which time the City may procure outside services through appropriate procurement. The City shall determine any need for outside professional services prior to providing estimates and include these costs in the estimates. UDOT will not reimburse for any testing, as UDOT will perform the required testing.

15. **SUBMITTAL OF ITEMIZED BILLS**

The City shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by Supplemental Agreements to:

UDOT Contracts and Compliance Specialist
constructionpayments@utah.gov
or hard copy mailed to
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project number, Supplemental Agreement number, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement and be submitted to UDOT within **6 months** following completion of outside services by the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the City.

16. SALVAGED MATERIALS

All materials from existing Facilities which are recovered by UDOT while performing the Third-Party Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

17. RIGHT TO AUDIT

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of outsides services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

18. ACCEPTANCE AND MAINTENANCE

UDOT will provide notification to the City for acceptance of the Third-Party Work upon completion of the final inspection. City will have **60 days** to respond in writing to UDOT with any additional comments in regards to the Third-Party Work. After 60 days the City accepts the Third-Party Work. Upon completion of the Third-Party Work of Facilities by UDOT, the City will accept, own, and maintain Facilities. The City shall be the sole owner of the Facilities upon completion of the Project unless otherwise agreed to by the Parties. To the extent it may lawfully do so, City further agrees to relieve UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof.

19. ACCESS FOR MAINTENANCE

Access for maintenance and servicing of Facilities located on the right-of-way of the Project will be allowed only by permit issued by UDOT. The City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7. If access during the Project is needed, the City shall coordinate access with the UDOT Resident Engineer.

20. INDEMNIFICATION

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind.

Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

21. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

City of North Salt Lake

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller Office

Title: Contract Administrator

Date: _____

EXHIBIT A

CITY OF NORTH SALT LAKE SUPPLEMENTAL AGREEMENT NO. UT29-XX

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT is made by and between the **Utah Department of Transportation**, ("UDOT"), and **City of North Salt Lake**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party") and together as parties, ("Parties").

The Parties hereto entered into a Master Agreement (MA) dated _____, UDOT Finance No. _____. All the terms of the MA remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA:
 - a. Plan sheets depicting the Third-Party Work are shown in Exhibit "A" that is incorporated by reference and are described as:
 - b. The City special provisions described in Paragraph 6 of the MA – City Requirements, are modified as follows:
 - c. Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B" that is incorporated by reference.
 - d. As-builts to be provided in accordance with the MA.
 - e. Total estimated cost of Third-Party Work is shown in Exhibit "C" that is incorporated by reference.

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT UT29-XX	\$0.00
---	---------------

TOTAL ESTIMATED COST OF CITY BETTERMENT WORK	\$0.00
--	--------

TOTAL ESTIMATED AMOUNT OF CITY PARTICIPATION @ 100%	\$0.00
---	--------

TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 0%	\$0.00
---	--------

2. UDOT will notify the City's contact person, Karyn Baxter, telephone number (801) 335-8722, and e-mail karynb@nslcity.org at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
3. City will notify UDOT's Field Representative, XXX XXX, telephone number (XXX) XXX-XXX, and e-mail XXX@utah.gov, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein. The Design-Builder Project Representative is Name, telephone number (xxx) xxx-xxxx, and e-mail xxx@xx.com.

4. The date of this Agreement is the date this Agreement is signed by the last Party.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

City of North Salt Lake

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller's Office

Title: Contract Administrator

Date: _____



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: December 16, 2025

SUBJECT: Consideration of Resolution 2025-59R: A resolution accepting the proposed transfer of surplus property from the I-15 reconstruction project to the City of North Salt Lake

RECOMMENDATION

I recommend that the City Council approve Resolution No. 2025-59R: A resolution accepting the proposed transfer of surplus property from the I-15 reconstruction project to the City of North Salt Lake.

BACKGROUND

The reconstruction of I-15 has created numerous locations where parcels of property have been purchased for use in the project, including for the realignment or widening of public rights-of-way in areas adjacent to the freeway. Previous parcels have been accepted into the City right-of-way for the realignment of Overland Drive, 400 East, and 500 East.

There will be additional parcels to be dedicated to North Salt Lake over the course of the project, and there are two parcels in this request. The UDOT team has requested formal acceptance of these parcels by the City, and the Governing Body of the City must accept these property dedications prior to being recorded. The subject parcels are adjacent to the following City streets and will be added to the City's rights-of-way in these locations: Center Street and 1100 North.

Upon review, I find that these parcels are acceptable additions to our street rights-of-way.

PROPOSED MOTION

I move that the City Council approve Resolution No. 2025-59R: A resolution accepting the proposed transfer of surplus property from the I-15 reconstruction project to the City of North Salt Lake.

Attachments:

- 1) Resolution No. 2025-59R
- 2) 2 diagrams showing parcels proposed for transfer to NSL

RESOLUTION NO. 2025-59R

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY
OF NORTH SALT LAKE ACCEPTING THE PROPOSED
TRANSFER OF SURPLUS PROPERTY FROM THE UTAH
DEPARTMENT OF TRANSPORTATION TO THE CITY OF
NORTH SALT LAKE RELATED TO THE I-15
RECONSTRUCTION PROJECT**

WHEREAS, the I-15 reconstruction project impacts the City of North Salt Lake (the “City”) in several locations and due to widening or placement of new facilities that occur within the project, several parcels of real property owned by the Utah Department of Transportation (UDOT) will not be needed and will become surplus parcels (the “Properties”); and,

WHEREAS, the Properties are adjacent to City public rights-of-way and UDOT has requested that the Properties be dedicated to the City; and,

WHEREAS, the City has reviewed the Properties and finds that they are acceptable additions to the City’s public rights-of-way and that accepting ownership of the Properties supports the City’s duty of providing for the general health, safety and welfare of the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of North Salt Lake:

- 1) The attached Properties are hereby approved for dedication to the City using UDOT’s procedures for parcel transfer.
- 2) The City Council further authorizes the City Manager, or designee, to effectuate documents needed to provide for this action, including, but not limited to, informing the Davis County Recorder of the City’s approval of this action.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 16th day of December, 2025.

CITY OF NORTH SALT LAKE

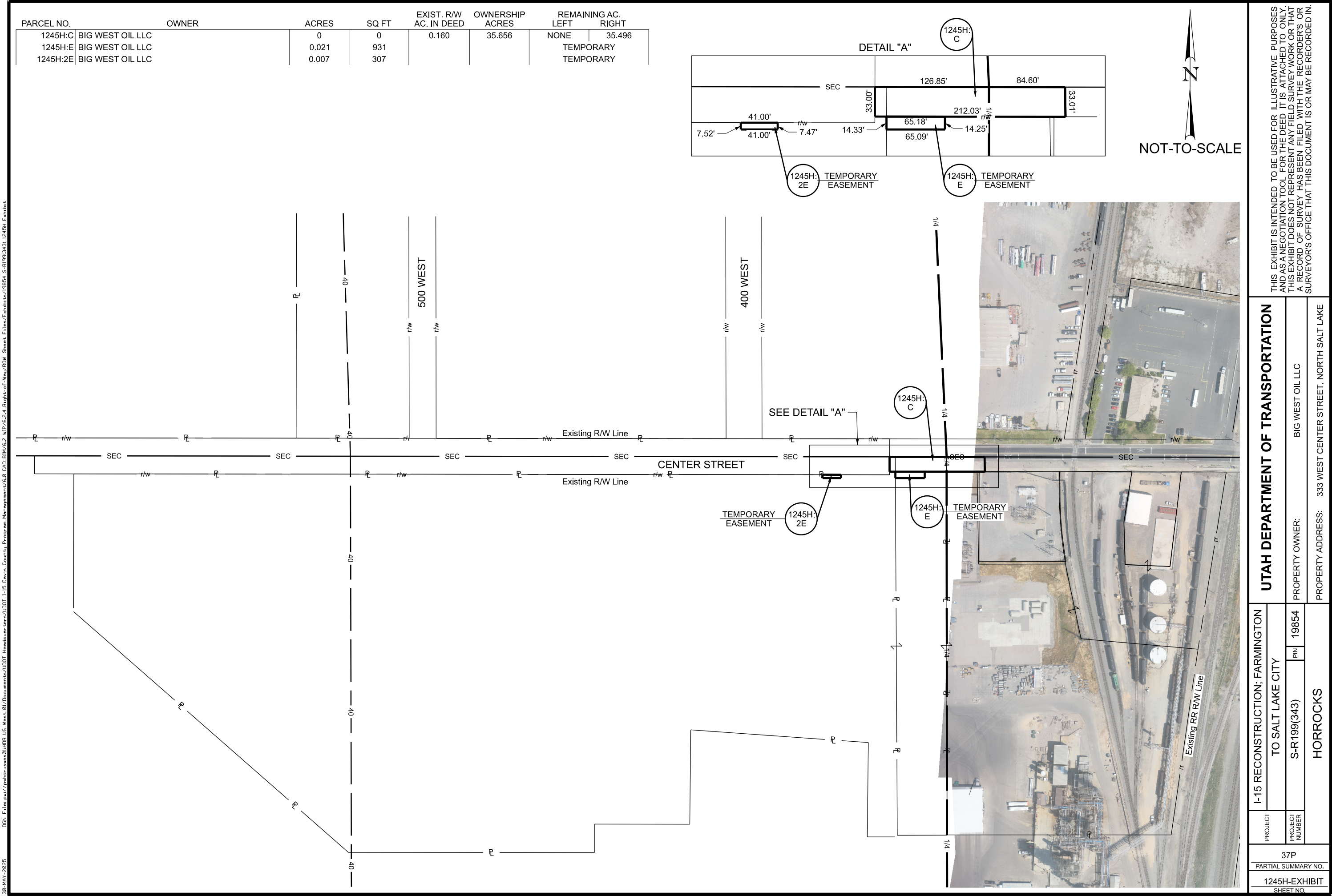
BRIAN J. HORROCKS
Mayor

ATTEST:

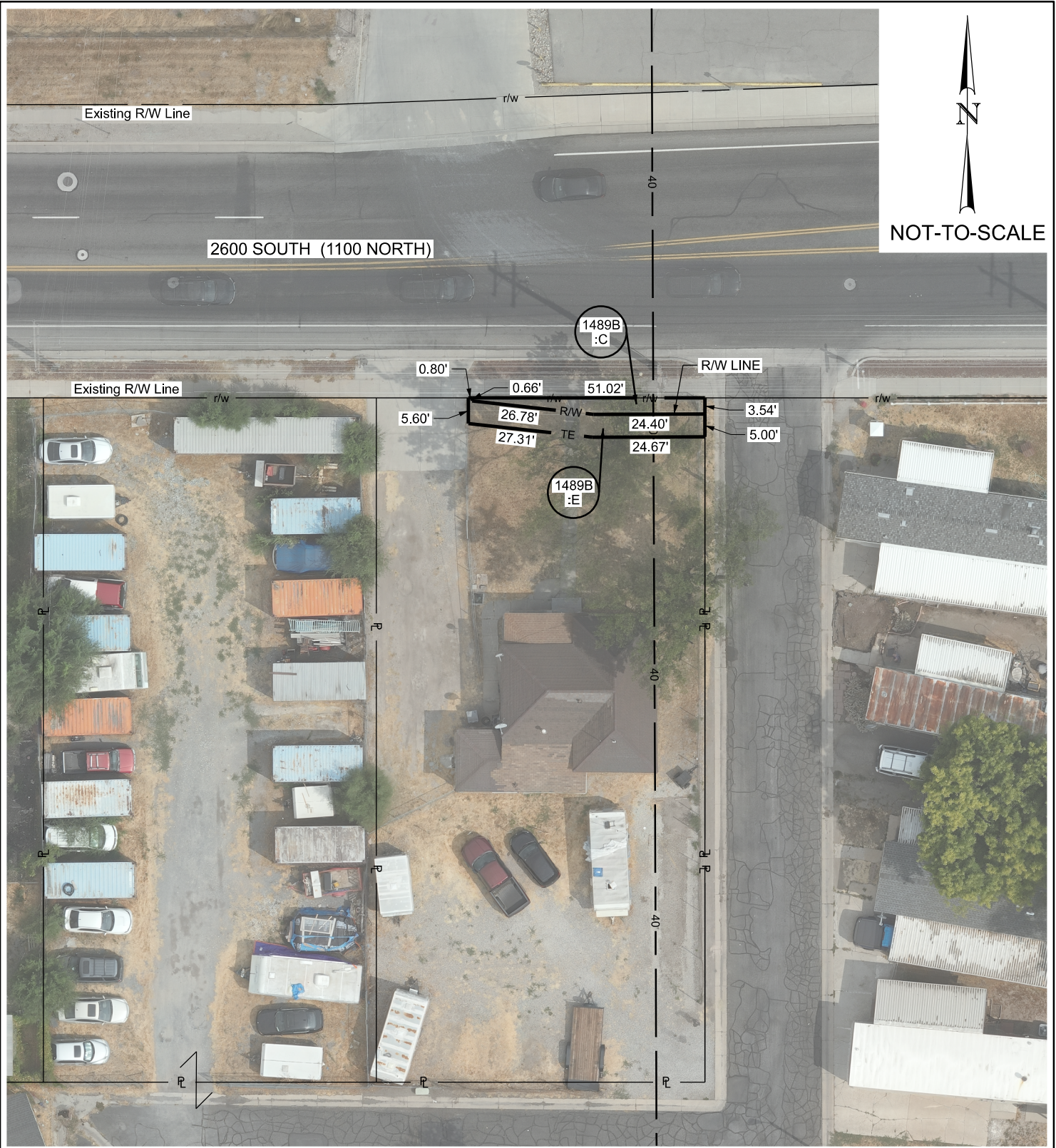
City Council Vote as Recorded:

WENDY PAGE
City Recorder

Council Member Watts Baskin	_____
Council Member Clayton	_____
Council Member Jackson	_____
Council Member Knowlton	_____
Council Member Van Langeveld	_____



DGN File: pwr/pwhdrusw01:HDR US West 01/Documents/UDOT Headquarters/UDOT I-15 Davis County Program Management/6.0 CAD BIM/6.2 WIP/6.2.4 Right-of-Way/ROW Sheet Files/Exhibits/19854 S-R199(343) 1489B Exhibit



PARCEL NO.	OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC.	
1489B:C	SPRING CREEK FIELD USE, LLC	0.003	144		0.248	NONE	0.245
1489B:E	SPRING CREEK FIELD USE, LLC	0.006	260			TEMPORARY	

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

SHEET NO. 1489B-EXHIBIT		PARTIAL SUMMARY NO. 38P		PROPERTY OWNER: SPRING CREEK FIELD USE, LLC	
PROJECT	I-15 RECONSTRUCTION; FARMINGTON			PROPERTY ADDRESS: 216 EAST 1100 NORTH, NORTH SALT LAKE	
	TO SALT LAKE CITY			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	
PROJECT NUMBER	S-R199(343)	PIN	19854		

9-JUN-2025

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
4 DECEMBER 2, 2025
5

6 **DRAFT**
7

8 Mayor Horrocks welcomed those present at 6:15 p.m.
9

10 PRESENT: Mayor Brian Horrocks
11 Councilmember Lisa Watts Baskin
12 Councilmember Tammy Clayton
13 Councilmember Suzette Jackson
14 Councilmember Ted Knowlton
15 Councilmember Alisa Van Langeveld
16

17 STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Heidi
18 Voordeckers, Finance Director; Jon Rueckert, Public Works Director; Sherrie Pace, Community
19 Development Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey,
20 City Attorney; Wendy Page, City Recorder; Jodi Adamson, Judicial Administrator, David Miller,
21 Judge.
22

23 OTHERS PRESENT: Dee Lalliss, Heidi Smoot, Barry Bryson, Carolyn Jacobson, Karen
24 Bradford, Stan Porter, Rob Baskin, Thomas Baskin, Nicholas Daniels, Sarah Thomas, Hunter
25 Thomas, Grace Kirato, Anisha Thota, Anastasia De'Mzee, Rueben Wolsey, residents; Wilford
26 Cannon, Shandell Smoot, Eaglewood Development.
27

28 1. ANNUAL JUSTICE COURT REPORT BY JODI ADAMSON
29

30 Jodi Adamson reported that she was the Judicial Administrator for the court and shared the court
31 motto: strive to improve the quality of life in our communities. She spoke on how the court was a
32 neutral party between both sides to ensure things were handled fairly and effectively. She
33 focused on court staff who shared in the administrative work (calls, emails, scheduling) and
34 specializing in different areas. She recognized Kathy Ruggiero, 8 years, part time as coordinating
35 with outside agencies (interpreters, attorneys, counseling, probation agencies), paperwork for
36 small claims, and warrant validation. She reviewed responsibilities of Suzie Combe-Van Komen,
37 19 years, full time who provided support on probation, interacted with jails, collections, the
38 alternate terminal agency coordinator (TAC) for the Bureau of Criminal Investigations (BCI),
39 BCI suspense file (fingerprints), warrants, calendar prep of pretrials, and protective orders.
40

41 Jodi Adamson acknowledged her job duties included overseeing all operations of the court to
42 ensure the City and judicial rules were followed, as the in court judicial assistant, budgeting,
43 preparation of court calendars, monthly reporting, BCI TAC, audits, and small claims court with
44 pro tem judge. She then focused on Judge David Miller and his education and experience
45 including 17 years as the justice court judge for the City. She shared that staff regularly received
46 compliments related to how kind and caring Judge Miller was.

47
48 Ms. Adamson provided an overview of the court which was a Class II (monthly average of 201-
49 500 cases) and said the City had approximately 300 cases per month. She said the Justice Court
50 had jurisdiction over traffic, criminal, and small claims, infractions, Misdemeanor C and B cases,
51 and West Bountiful justice court cases. She noted that West Bountiful paid for their own
52 prosecution and public defender. She mentioned that the City and West Bountiful split the
53 retained revenue for West Bountiful cases at 50% each.

54
55 Councilmember Knowlton asked why the Justice Court did not handle the City's code
56 enforcement cases. Jodi Adamson explained that the City had a civil process for Code violations
57 and these were handled through the Community Development department.

58
59 Jodi Adamson reviewed the court programs including a remote desktop with storage on the State
60 servers. She noted that this was transitioning to an internet based service and would allow
61 defendants access to their cases. She then reported on the types of hearings including
62 arraignment, pre trials, orders to show cause, sentencing, review hearings, warrant hearings,
63 bench/jury trials, and small claims. She followed up with court scheduling including that the
64 majority of hearings were held virtually via WebEx, held two to three Tuesdays per month (9am-
65 noon and 12-5 p.m.), small claims held once a month on Wednesdays, bench trials on Friday, and
66 jury trials scheduled on Fridays (in person).

67
68 Jodi Adamson presented graphs comparing 2023-2025 traffic charges and DUI cases for both the
69 City and West Bountiful. She said that the numbers may not match as there could be multiple
70 charges on one ticket. She then reviewed charts showing criminal cases from 2023-2025 for the
71 City and West Bountiful. She noted that this included domestic violence, assault, alcohol related,
72 controlled substance, theft, and other. Ms. Adamson explained that decreases in domestic
73 violence could be attributed to one on one assault rather than assault on multiple family
74 members. She noted that this may also be the case for theft statistics and that theft may be down
75 or individuals were stealing larger amounts which was prosecuted through district courts instead.

76
77 Ms. Adamson spoke on a decrease in controlled substance cases which she attributed to
78 individuals obtaining medical marijuana cards. She continued with a graph showing total cases
79 filed for both the City and West Bountiful with a yearly comparison from 2021-2025. She shared

80 a graph showing the combined case load of cases filed and disposed from 2021 through 2025.
81 She explained that staff had disposed of 300 more cases than last year which she attributed to the
82 approval of the second full time court clerk.

83
84 Mayor Horrocks mentioned that he was surprised the City split the revenue at 50% with West
85 Bountiful. Jodi Adamson clarified that the City kept 100% of the revenue from their cases and
86 split 50% of the revenue with West Bountiful on their cases.

87
88 Mayor Horrocks asked which firm provided defense and prosecution services. Jodi Adamson
89 replied that they were full time prosecutors with the Davis County attorney's office. She
90 continued that the public defender was Roger Adams who had previously worked for the City as
91 an interpreter.

92
93 Councilmember Jackson thanked the court staff and Judge Miller for their efforts. Ken Leetham
94 commented that this was a great team and spoke on their increasing capability.

95
96 David Miller commended the judicial assistants and mentioned that people may be abrasive or
97 difficult to deal with and the compliments from attorneys. He spoke on their efficiency and
98 professionalism.

99
100 Councilmember Van Langeveld echoed the sentiments and thanked the judge and court staff.

101
102 Mayor Horrocks spoke on the decision to continue the court services in the new City Hall
103 building and how that ended up being a good decision.

104
105 Councilmember Baskin arrived at 6:35 p.m.

106
107 2. OVERVIEW OF HB48 REQUIRING MUNICIPALITIES TO ADOPT A WILDLAND
108 URBAN INTERFACE CODE

109
110 Ken Leetham reported on the Wildland Urban Interface (WUI) code year end deadline. He said
111 this bill was complicated and not yet resolved between the Forest, Fire and State Lands Division
112 (FFSL) and the counties in the State. He mentioned that he had attended trainings, spoke with
113 neighboring cities, and said action was required before the end of the year. He explained that the
114 Wildland Urban Interface code (WUI) was a zone where structures and other human
115 development met or intermingled with undeveloped wildland. He reviewed parts of the bill
116 which included:

117
118 1) WUI code adoption

- 2) High risk WUI boundary
- 3) Structures assessed a fee
- 4) Lot assessments
- 5) Insurance requirements

Mr. Leetham spoke on the requirements including the adoption of code and maps. He noted that in Utah there was a building code chapter with a set of provisions that dealt with Wildland Urban Interface that was prepared by the International Code Council. He explained that this would be processed through the Planning Commission as a land use ordinance and then could be adopted by the City Council in two weeks.

Ken Leetham said the second part of the requirement was the adoption of a map identifying the wildland urban interface property locations in the City. He shared that in 2026 the State would then prepare its own fire risk map and assess properties it believed were in a risk category for wildland fire. He explained that these are two different maps.

Councilmember Baskin commented that the State would assess the risk with a number and insurance companies would then know risk factors for properties.

Ken Leetham shared his opinion that there were some very responsible and appropriate regulations that the City should adopt that would apply to development in areas that were at risk of wildfire. He continued that there were regulations in the WUI code that the City had already implemented including robust water systems and fire storage. He said there were other parts of the code that would allow the City to help homeowners lower their fire and insurance risk.

The Council discussed a potential mitigation fund that would be available to fund problems and how this was currently an unfunded bill from the State Legislature.

Ken Leetham commented that the City had areas of concern related to wildland fire and the potential for catastrophic events. He spoke on the opportunity to help the public be safer related to fire hazards. He said the insurance question was a potential negative for the State as not enough had been done. He clarified that the City Council would consider adopting an ordinance on December 16th to adopt the building code for wildland urban interface and a map detailing where regulations applied to which properties.

Councilmember Jackson asked if this would apply retroactively to current buildings as well as future builds. Ken Leetham replied that the WUI code would apply to residents who make expansions or alterations to current homes or new builds. He noted that property owners may want to make changes to their properties to reduce their risk assessment.

Ken Leetham reviewed the requirements for cities/counties related to WUI code:

- Counties and municipalities are required to adopt and enforce the WUI code by 1/1/2026
- The local jurisdiction must specify where the WUI code applies by creating a boundary map

He also presented additional State requirements:

- FFSL required to create a high risk WUI boundary map
- Structures within this boundary will be assessed a fee
- Property insurance carriers must use high risk WUI map when evaluating wildfire risk

Councilmember Knowlton asked why the cities could not use the maps created by FFSL. Ken Leetham replied that they would not be the same. He said the city maps would identify locations in the city with wildland urban interface between developed and undeveloped areas that were at risk of fire. He explained the State's map would be more detailed and specific with individual properties.

Ken Leetham continued that House Bill 48 specified a fee amount which would be variable and based on the square footage of a structure within the high risk wildland urban interface to pay for the costs associated with the implementation. Assessed fees will be collected by the county. He said it would be an annual fee and the real negative exposure was the insurance impact or potential insurability for homeowners. He shared the following information about the fee amount:

- Counties would collect the fee
- Fees would be deposited into the Utah Wildfire Fund
- FFSL would allocate fees to the county based on agreement
- Fees could only be used to cover implementation costs
 - Lot assessments, fee assessments, high risk WUI mapping, database software

He then reviewed homeowner impacts:

- Structures in designated high risk WUI areas subject to fees
- Property owners may request lot assessments
- Properties in the local WUI zone will be subject to the WUI code

Mr. Leetham said the State would hire hundreds of inspectors to perform individual lot inspections every five years for every property within the high risk WUI area.

Councilmember Knowlton asked regarding the cost to pay for inspectors. Ken Leetham replied that the cost would be covered by the landowner's assessed fee.

Ken Leetham presented a draft WUI map of the City and noted that there was no penalty if the City did not adopt a map before January 1, 2026.

Councilmember Jackson commented that the onus was to the residents and not the State. She said the burden was on the municipalities to perform the work of assessing these properties instead of insurance companies. She mentioned that this would identify where insurance rates could be increased and was potentially devastating for residents. Ken Leetham said once the code was adopted and there was a better understanding of what it would mean to a homeowner to abide by those provisions, then the City may be better able to determine which properties it should apply to. He expressed being cautious and careful about what areas should be added or not.

Ken Leetham continued that the City should take their time creating the map. He shared that the State would put any property they felt was at risk on their map which meant properties could be further scrutinized even if they were not on the City's adopted WUI map. He said there would be a different process the State would use to create their maps regardless of the maps the cities create. He clarified that the City's map would identify properties subject to additional restrictions (building code) surrounding fire mitigation when/if new or additional construction/modifications were made. Mr. Leetham noted that some of the benefits of the City's map would be improved fire safety, implementing precautions, and evaluating risk.

Mayor Horrocks asked if the Foxboro Wetlands area would qualify as a wildland urban interface area. Ken Leetham replied that the fire district personnel made the argument that the wetlands area may be in a category of WUI. He also mentioned the area on the other side of Legacy Highway may also include some risk to the City.

Councilmember Baskin asked if her understanding was correct that if a property was assessed at a certain level of risk that the property owner would pay more fees into the fire mitigation fund. Ken Leetham responded affirmatively.

Councilmember Baskin noted that this was meant to avoid a fire that would spread throughout a city but generally applied to homes in forested areas. Ken Leetham said properties near forested areas were the highest risk areas. He shared that there were many things the City could do including mitigation programs in association with the fire department to trim trees, clear growth in the canyons, etc.

Councilmember Knowlton suggested that when reviewing different versions of the map that the rationale, methodology, or core criteria was provided. Ken Leetham replied that staff would not have the map prepared by December 16th. He said the City Council would adopt the code in December and then take the time necessary to prepare the map based on appropriate criteria.

Councilmember Baskin commented that she would not be surprised if the deadline was extended as many cities were upset and would like to ensure things were done correctly.

Councilmember Jackson asked about potential penalties if the code was not adopted by January 1, 2026. Ken Leetham responded that there were no penalties in the bill. He said some pieces of the bill such as adopting the building code which was drafted in 2006 would be a good thing for the City to implement.

Sherrie Pace mentioned that counties were already required to adopt WUI prior to HB48. She said essentially this code required classifying a property related to any construction to an existing or new property including evaluating roofing materials, subdivision design, water system, vegetation around the structure, topography, slope, etc. related to fire hazard. She noted that the classification system would then require certain standards related to eaves, decks, vegetation, etc. She also said the high risk assessment map would classify each property as a Class 1 and would provide two years for property owners to mitigate their risks before being assessed.

Councilmember Jackson commented that this would be beneficial for future builds but spoke on the cost to property owners to lower their risk (tree removal, roofing, etc.) and the potential to be dropped from fire insurance. She urged the City to be protective of their residents in regard to the proposed map and how many may take the high risk classification and pay the assessed fees. She said the City's map would not improve the safety of existing homes and would only assess the risk of the home unless residents participated in mitigation efforts. Councilmember Jackson shared her concerns that the map would put classifications on properties and self identify all of the homes that could be assessed a higher fee by insurance carriers.

Ken Leetham commented that some of the homes in the foothills may have already been constructed to be hardened for fire mitigation. He said the assumption should not be made that every property on the City's map would be assessed at the highest risk category or lose their insurance. He noted that insurance rates would most likely increase.

Councilmember Knowlton felt that it was prudent to wait and see what the State would require after the legislative session or after they had prepared their maps.

Councilmember Van Langeveld noted that she would like to see a WUI map for the City that was as small as possible and a separate fire safety map that could apply to the entire City. Ken Leetham commented that when reviewing the proposed building code that the City was well prepared with water storage at the highest elevations, streets that were the right width, and a robust water system.

Councilmember Jackson asked how burdensome it would be to create hardened code for the City related to fire mitigation. She mentioned having standard specifications for fire mitigation for renovations and new builds. Sherrie Pace replied that all of those standards would be part of the building code and could not be easily amended with the Legislature. She gave the example of requiring fire sprinklers on properties over 6,500 square feet and how onerous this had been to implement which was then changed to over 10,000 square feet by the Legislature.

3. ADJOURN

Mayor Horrocks adjourned the meeting at 7:17 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
DECEMBER 2, 2025

DRAFT

Mayor Horrocks welcomed those present at 7:32 p.m. Suzette Jackson provided a thought, invocation, and led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Ted Knowlton
Councilmember Alisa Van Langeveld

STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Heidi Voordeckers, Finance Director; Jon Rueckert, Public Works Director; Sherrie Pace, Community Development Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey, City Attorney; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Heidi Smoot, Barry Bryson, Carolyn Jacobson, Karen Bradford, Stan Porter, Rob Baskin, Thomas Baskin, Nicholas Daniels, Sarah Thomas, Hunter Thomas, Grace Kirato, Anisha Thota, Anastasia De'Mzee, Rueben Wolsey, residents; Wilford Cannon, Shandell Smoot, Eaglewood Development.

1. RECOGNITION OF COUNCILMEMBER LISA WATTS BASKIN

Mayor Horrocks reported that Councilmember Baskin would complete her third term on the City Council this year. He noted that she was elected in 2006, 2018, and 2022 and served as mayor pro tempore three times. He said she had shared her legal expertise and had improved many City ordinances and contracts. He commended her for serving on the Legislative Policy Committee, the Audit Committee, Golf Committee, as the Senior Lunch liaison, Great Salt Lake Scenic Byway Committee, proponent of A Bolder Way Forward as well as her risk management skills, as a Tree City champion, and for spearheading annual Arbor Day celebrations.

Mayor Horrocks then presented Councilmember Baskin with a plaque in recognition of her service to the City.

Councilmember Baskin shared her prepared thoughts including how local government was democracy in the details. She spoke on a representative government at a local level in cities and towns across America. She said while the State and Federal Government was struggling that the City was a great example of a city that lived up to America's potential. She noted that it had been an honor to serve on the City Council and the Planning Commission.

Councilmember Baskin mentioned several successes during her time on the Council including acquiring open space at Tunnel Springs Park, the resolution of the Springhill Landslide, numerous tree plantings, and the Deer Hollow detention basin. She mentioned serving on various committees, working with residents on difficult issues, and slowing down traffic on Eaglewood Drive. She spoke on achieving the dream of the people leading one another through fair and open participation.

2. CITIZEN COMMENT

Carolyn Jacobson, resident, shared the reason why her husband Conrad Jacobson had run for City Council again was due to miscommunication. She spoke on her experience campaigning and meeting with residents and the vast miscommunication on what the City could and could not do. She shared the concerns from residents including the perceived excess in the Hatch Park design and the removal of existing trees. She also mentioned the need for a variety of housing types including those for seniors, those with disabilities, and for families. Ms. Jacobson urged the City to find a way to share information with residents regarding where the park funding was coming from, the balanced budget, and competent staff. She asked the City Council to consider the seniors and those with disabilities in the City.

Wilford Cannon, Eaglewood Development, expressed gratitude for City staff associated to the agenda item amending Title 10-1-39 and 10-12 related to definitions and the Sensitive Area District and geologic hazards related to the buildable envelopes. He spoke on how this would increase safety in these areas.

Stan Porter, resident, expressed appreciation for the time he served with Councilmember Baskin. He spoke on the former Uniting Neighbors Committee and previous discussions on fire safety including the need to clear out scrub brush and creating a defendable space around homes. He suggested the City work with the fire department on fire prevention methods, modeling, and planning for fire risk.

Dee Lalliss, resident, spoke on the Senior Lunch Bunch and expressed gratitude to Councilmember Baskin as the liaison. He noted that there were 80 seniors in attendance at the

last lunch and hoped that this would continue. He suggested a civic center at Hatch Park to accommodate these types of events.

There was a brief recess from 8:16 p.m. to 8:27 p.m.

3. COUNCIL REPORTS

Councilmember Knowlton requested an agenda item to discuss solar panels on City property and other ways to hedge against energy prices. He spoke on the price of energy related to the growth in data centers. Councilmember Van Langeveld voiced her second of the request.

Councilmember Knowlton spoke on a consent agenda to streamline the City Council meetings. He commended Councilmember Baskin for her fearlessness, preparedness, and leadership.

Councilmember Jackson thanked Councilmember Baskin for her years of service and example she had set. She mentioned the first official thanksgiving in 1879 to celebrate the creation of the constitution. She spoke on the caveat of Thanksgiving with the acknowledgement that the nation's future was dependent on the virtue and faith of its people.

Councilmember Van Langeveld noted that she would need to leave the meeting early and shared her action item updates. She requested revisiting the strategic plan at the start of 2026 to fine tune the scope. She thanked Councilmember Baskin for her leadership and mentorship.

Councilmember Clayton reported on attending the Youth City Council leadership conference recently. She shared that the YCC met weekly and expressed gratitude to the YCC and the adult leadership. She spoke on how Winter Fest was a fun and community building event. She thanked staff and the Council for hosting this event. She also thanked Councilmember Baskin for her service to the City.

4. CITY ATTORNEY'S REPORT

Todd Godfrey had nothing to report.

5. MAYOR'S REPORT

Mayor Horrocks spoke on damage to the parking lot and sidewalk at a shoe repair company along US-89. He mentioned the National League of Cities convention and speaking with Chick-fil-A on a potential location in the City. He shared the need to look at legislation related to e-bike use in the City.

6. CITY MANAGER'S REPORT

Ken Leetham shared upcoming events including the City's annual committee dinner on December 4th, the December 16th City Council meeting, and the oath of office ceremony and reception for the new City Councilmembers during the January 6th City Council meeting.

7. CONSIDERATION OF ORDINANCE 2025-19: AN ORDINANCE AMENDING TITLE 10-10-3 AND 10-19-17, MODIFYING THE SETBACK AND MAXIMUM SIZE FOR AN ACCESSORY STRUCTURE, RUEBEN WOLSEY, APPLICANT

Sherrie Pace reported on the application from Rueben Wolsey to amend the City Code related to accessory structures and size. She explained that prior to 2018 the City Code allowed any size accessory structure provided it did not exceed the size of the main structure on the lot. She noted that City Code has since been updated to allow a maximum 50% of the footprint of the main structure for accessory structures. She shared that Mr. Wolsey's property, located on Odell Lane, was 0.88 acres with a 15,000 square foot rear yard and a 2,500 square foot dwelling and how current Code would not allow him to construct the proposed 2,200 square foot shop.

Ms. Pace reviewed the current Code and the proposed amendments. She noted the current Code for residential accessory structures:

- a maximum height of 14 feet with a 20 foot roof peak
- a maximum height of 50% of the main structure
- rear yard coverage with a maximum of 25%.

She continued that the proposed amendments included:

- no change to the maximum height
- a maximum size:
 - lot size ½ acre or less 50% footprint of main structure
 - lot size greater than ½ acre no greater than the footprint of the main structure
- additional setback (>800 sq. feet)
 - side and rear yard 10 feet
 - rear w/firewall 5 feet
- rear yard coverage no change

Sherrie Pace noted that in addition to the proposed Code amendment, the Building Official requested an amendment to 10-10-3 regarding the minimum setback for accessory structures in residential zones. Ms. Pace said currently the Code allowed a setback for side and rear property

lines of three (3) feet which may be reduced to one (1) foot if the wall adjacent to the property line has a one (1) hour fire rating and no doors or windows on that wall. She commented that this conflicted with International Building Code and could be corrected with this application to adjust the standard to five feet (5') with the exception being three feet (3') with the one (1) hour fire rating.

Ms. Pace presented aerial photos of several half acre or larger properties in the City with existing large accessories structures to show the scope of the requested proposal. She showed that these had minimal impact on adjacent properties. She shared an aerial view of Mr. Wolsey's property with the proposed structure. She continued that the Planning Commission held a public hearing with no public comments and recommended approval of the Code amendment.

Councilmember Van Langeveld asked if the setback changes would only apply to larger lots. Sherrie Pace replied that the setbacks would apply to all accessory structures in the City. She said an existing structure would be grandfathered in as long as they were lawfully built with a permit.

Councilmember Jackson moved that the City Council approve Ordinance 2025-19 amending City Code Sections 10-10-3 and 10-19-17 regarding the setbacks for accessory structures and the maximum size of accessory structures for lots greater than one-half acre in size with the following findings:

- 1) The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.**
- 2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.**

Councilmember Knowlton seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.

8. CONSIDERATION OF ORDINANCE 2025-20: AN ORDINANCE AMENDING TITLE 10-1-39 AND 10-12 RELATED TO DEFINITIONS AND SENSITIVE AREA DISTRICT AND GEOLOGIC HAZARDS RELATED TO THE BUILDABLE ENVELOPES FOR PROPERTIES WHICH ARE LOCATED WITHIN SENSITIVE LANDS

Ken Leetham commented that the City began working with the developer of The Cove due to disagreements on subdivision plat notes. He said the developer raised concerns about the vagueness of those notes and differences of opinion. He explained that the City entered into a process of amending some ordinances related to geologic hazards and work prior to construction

including studying the conditions of the lot and permitting/approvals. He said the new changes were clearer and had applications to other locations in the City.

Sherrie Pace shared a slope map for Eaglewood Cove and stated that there were notes on the plat stating that each individual lot would have a site specific topographical plan performed to identify areas of 30% slope. She shared an example of several lots with slopes greater than 30% in the building envelope and how some areas in the building area may not be buildable due to the slope.

She reviewed the proposed amendments including:

Section 10-1-39: Definitions with impacts to the terms Geologic Hazard; Geologic Hazards Study; Lot Area, Buildable; Lot Area, Nonbuildable; Nonbuildable Area; and Problem Soil.:

- 1) Geologic Hazard – Changed “Unstable Soil” to “Problem Soil”
- 2) Geologic Hazards Study – Added definition
- 3) Lot Area, Buildable – Grammatical, adding reference to Section 10-12-22 (Sensitive Lands Chapter)
- 4) Lot Area, Nonbuildable – correction of term “Geologic Hazard Study”, clarification: outside building envelope that are greater than 30% slope, clarification: portion of lot inside building envelope greater than 30% slope, except as provided in 10-12-22, and clarification: any portion of a lot with geologic hazards that cannot be mitigated
- 5) Nonbuildable Area – deleted as redundant to “Lot Area, Nonbuildable”
- 6) Problem Soil – added to define what types soils may be geological hazards

Chapter 12: Sensitive Area (SA) District and Geologic Hazards:

10-12-2: Definitions:

- 1) Buildable Area – replace “accepted engineering geologic report” with “Approved Geologic Hazards Study”
- 2) Nonbuildable Area – same as above

10-12-4: Responsibility for Geologic Hazard Studies:

- 1) Removal of Section A, as the definition of Geologic Hazard Study was added to the definition section
- 2) Updated section with correct term “Approved Geologic Hazard Study”
- 3) Clarification of who is responsible for submittal of Geologic Hazard Studies and that standards to the minimum requirements may be increased if there is “compelling” evidence from the approved study
- 4) Clarification that “Study” for a building permit shall contain both engineering geologic hazard and geotechnical engineering analysis

10-12-22: Lot Standards and Identification of Building Envelope:

- 1) Clarification that a building envelope is required on subdivision plat when any portion of a lot exceeds 15% for an elevation change of 8 feet or greater.
- 2) Specifying exclusions from building envelopes for:
 - a. Required setbacks
 - b. Easements or Rights of ways
 - c. Known geologic hazards
 - d. Slopes greater than 30% unless certain circumstances exist
 - e. Critical vegetation needed for erosion control unless mitigated
 - f. Areas identified in Approved Study that should be avoided, unless mitigated
- 3) Specifying the circumstances when slopes greater than 30% but less than 50% may be included in a building envelope:
 - a) Existing subdivision lots with building envelopes containing such slopes which may be disturbed with a site-specific study that contains slope stability modeling and meets the minimum acceptable factors of safety.
 - b) New subdivision lots may have such slopes within the building envelope that may only be distributed with a site-specific study that contains slope stability modeling and factors of safety, and such area may not exceed 25% of the total building envelope, provide that the building envelope has a minimum of 5,000 square feet less than 30% slope.
 - c) Specifies that no building permit may be issued retaining walls, grading, structures or other improvements on such slopes unless the study and slope stability factors of safety are met.

Ms. Pace added that no building permit may be issued within areas between 30-50% without approved study (site specific) and meeting factors of safety. She continued that clarification of identification was required on the site plan.

10-12-24: Slope Protection Easements:

- 1) Clarifies that slope protection easements for critical slopes does not include slopes greater than 30% when the vertical rise is eight feet or less (current practice has been to not include slopes with a vertical rise of 5 feet or less)
- 2) Specifying that slopes under 30% slope may be designated as critical slopes for issues identified in the approved study

Ms. Pace noted that several grammatical corrections had been made to this section as well.

Councilmember Baskin asked if this addressed the issues the developer had with phases 13-15. Sherrie Pace replied affirmatively and said staff had streamlined the process including pre application meetings with lot owners to explain the process. She mentioned this included helping

property owners to find qualified geotechnical consultants. She commented that these lots were not unbuildable but may need special attention for certain issues.

Councilmember Baskin referenced Section 10-12-22 that no permit may be issued within areas between 30-50% without approved study (site specific) and meeting factors of safety. She confirmed there could be a lot with a 30% slope as long as a geotechnical report and mitigation was done then someone could obtain a permit. Sherrie Pace replied affirmatively.

Councilmember Jackson commented on the work done by the developer and staff to streamline the process.

Councilmember Baskin moved that the City Council approve Ordinance 2025-20: an ordinance amending Title 10, Chapter 1, Section 39, Definitions and Chapter 12 Sensitive Area District and Geologic Hazards, related to the buildable envelopes for properties which are located within the Sensitive Lands Overlay Zone, with the following findings:

- 1) The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.**
- 2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.**

Councilmember Van Langeveld seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.

Councilmember Van Langeveld was excused at 8:59 p.m.

9. CONSIDERATION OF BID AWARD FOR EARLY SITE MASS GRADING AND UTILITIES RELATED TO HATCH PARK CONSTRUCTION

Karyn Baxter reported on the Hatch Park expansion project and early site mass grading. She explained that this bid would include mass site grading, structural fill as required, relocation of storm drain detention basin location, grading to subbase depth for pavement & concrete flatwork, seeding of disturbed areas, and SWPPP controls. She presented a drawing of the storm drain work and reviewed the proposed work including a new control structure in Center Street (vault), new storm drain pipe to the detention basin, and reestablishing inflow and outflow controls for the detention basin. She said the construction manager/general contractor bid the work by utilities or subcategories and shared the following results:

599	SWPPP	
600	Cearley SWPPP	\$1,750
601	ECS	\$4,220
602		
603	Earthwork & Utilities	
604	BH Inc.	\$901,013
605	Wind River Excavation	\$1,098,205
606	Hogan Construction	\$1,374,000
607	Reynolds Construction	\$1,471,541
608		
609	Seeding	
610	Great Western	\$40,000
611		
612	Site Survey	
613	Hogan Construction	\$5,000
614		

615 She shared that this was a rebid from September as there were no responsive bidders for SWPPP.
616 She noted that the previous earthwork & utilities bid was \$1,249,068 and the previous survey bid
617 was \$45,000. She continued that BHI has GPS run computers which would not require field
618 staking which was a substantial savings.

619
620 Councilmember Jackson commented that this message could be shared with residents including
621 the frustration that the bid process has taken longer than expected but because of the pause that
622 pricing had decreased significantly. Karyn Baxter added that part of the length of the delay was
623 that the bid process took one month and that during that delay UDOT provided plans for
624 lowering Center Street which allowed the City to redo the grading plan which would work
625 seamlessly with the I-15 widening.

626
627 **Councilmember Clayton moved that the City Council award the Reseeding of future**
628 **phases to Great Western for \$40,000, and the Earthwork and Utilities of the Hatch Park**
629 **Early Site Package to BHI for \$901,013. Councilmember Jackson seconded the motion. The**
630 **motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van**
631 **Langeveld.**

632
633 10. CONSIDERATION OF PROPOSED WAGE ADJUSTMENTS IN THE PUBLIC
634 WORKS DEPARTMENT

635
636 Ken Leetham reported that this was based on several years of reviewing the Public Works
637 department including high turnover.

David Frandsen spoke on retaining a high performing team, improving recruitment, and protecting internal equity and morale while remaining competitive. He shared that he had been with the City for ten years and during that time:

- 22 employees separated from the organization
- 6 of those were removed
- 8 went to other government entities (higher pay and opportunity)
- 6 to the private sector (higher pay)
- 1 retired/1 health reason

He continued that while some turnover was healthy that three employees recently interviewed for other organizations. He said that many employees shared that they loved working for the City during their exit interviews, but had to leave in order to improve their financial circumstances.

Mr. Frandsen reviewed recruitment challenges including a starting wage of \$20 and said that fast food jobs had similar starting wages and construction jobs started at \$24-25. He shared some statistics including how a one bedroom apartment was \$1,500 per month, the average home price was \$550,000, and how a lower starting wage was difficult for employees with responsibilities (mortgage and children). He spoke on what the competition offered including hiring entry level employees higher in the scale (cities), signing bonus (cities), recruiting experienced employees (cities), and higher hourly wages (construction companies).

David Frandsen said the reason why the City was not matching the competition was due to wage compression or when the pay differences between employees with different skills, experience, and job responsibilities diminished or disappeared. He explained that it was unfair to offer signing bonuses or hiring someone at the same pay level as current employees. He noted that the average new hire cost was \$3,000 in training for the first year. Mr. Frandsen reviewed the certifications that employees received within the first five years and said one goal was high expectations and high support. He reviewed the results of the job comparison survey, which had been conducted over the last five years, and showed a misalignment this year for the following positions:

- operations manager
- streets and storm supervisor
- parks superintendent
- parks maintenance worker

David Frandsen shared the following proposal which was designed to preserve internal equity and allow the City to be competitive:

676 1) Adjust pay grades on following positions:

- 677 a) Operations manager
- 678 b) Streets and storm supervisor
- 679 c) Parks superintendent
- 680 d) Parks maintenance worker
- 681 e) Fleet manager
- 682 f) Storm/streets leadworker
- 683 g) Water foreman
- 684 h) Construction leadworker
- 685 i) Distribution technicians
- 686 j) Water technicians
- 687 k) Public works inspector

688
689 2) Move all employees up \$2.00 within their ranges
690

691 Ken Leetham clarified that the first step to adjust the pay grade for the aforementioned positions
692 was an adjustment of the grade and not the wage. He said the grades in the market were higher
693 than what the City was currently offering.
694

695 Councilmember Baskin asked what low grade meant related to the job comparison survey. She
696 added that she wanted the employees in those four positions to receive a raise. David Frandsen
697 replied that an outside company performed the survey which showed that those four positions
698 were low grade and not competitive. She stated that she wants the four positions to receive a
699 raise in addition to the proposed \$2.00 per hour. She also observed that government employees
700 also receive benefits that employees in the private sector do not receive to the same degree. She
701 asked about adjusting wages for these four employees and what that would do for other
702 employees. David Frandsen said that the grades for these four employees are in grades that are
703 low, but not necessarily that their pay is low.
704

705 Ken Leetham commented that an employee who was at the top of the step would only receive a
706 COLA and not a merit raise.
707

708 Councilmember Knowlton shared that it was implied that the City was less competitive
709 compared to similar entities in all the grades. He said the idea was to adjust the grades to be
710 competitive. David Frandsen responded that the survey showed that this was the first year that
711 those four jobs were not competitive.
712

713 Councilmember Jackson spoke on the benefits of a governmental versus a private sector job
714 including COLA, retained pay even when times were difficult, STEP increases, retirement, etc.

715 She said morale, reputation, and job satisfaction were also important. She noted the private
716 sector may cut employees when needed and do not give COLAs; but, government employees
717 always adopt COLAs. She asked what the financial impacts of the proposal are.

718
719 Heidi Voordeckers reviewed the financial aspect which affected 26 employees at a cost of
720 \$160,000 per year. She explained this would be split across four funds including the General,
721 Solid Waste, Storm Drain, and Water funds. She continued that the impact for the first fiscal year
722 would be \$28,400. She noted that the \$2.00 increase also included a 2% step increase every year,
723 and a 2.5% COLA. That has been the average COLA over the last several years with some higher
724 and some lower. She shared total available tax revenue (sales tax, property tax, RDA project
725 areas, and franchise taxes) and her ten year projection.

726
727 Councilmember Knowlton shared the reasons why he thought this plan should be implemented
728 including that this was not a large amount of money, public works was the base of a good City,
729 and the need to be competitive to attract and retain good employees. He expressed support for
730 this proposal.

731
732 Councilmember Clayton said these employees did the difficult jobs in the City including snow
733 plowing and road work and that the proposed plan was worth the cost.

734
735 Councilmember Jackson spoke on the grade system and potential issues when employees were at
736 the top of the grade. She expressed concern over the possibility of having tenured employees
737 making higher wages over time and said turnover has a place for keeping costs low. David
738 Frandsen responded that retention was important but could restrict movement. He spoke on the
739 balance of having employees with fresh ideas along with those who had skills and experience.

740
741 Councilmember Knowlton asked if the grade change was due to time or merit. David Frandsen
742 replied that early positions in the department were under a ladder system which included
743 completing certifications to move up. He said employees were then able to ascend grades due to
744 vacancies or something similar.

745
746 Councilmember Baskin inquired about the current lowest wage was in the department. David
747 Frandsen replied that the current lowest position was \$20 hour or \$40,000 annually.

748 Councilmember Baskin noted that in the US the median wage was \$50,000 per year. She said
749 that \$40,000 was a good wage for someone who is a laborer and not a college graduate.

750
751 Mayor Horrocks spoke on the cost of living in Utah compared to other states highlighting how
752 the wage must be competitive for this area. He asked about overtime for events, snow plowing,

emergencies, etc. David Frandsen replied that this was overtime and that the average employee had 120 hours of overtime annually.

Mayor Horrocks asked if other City departments would be upset about the potential pay increase. Ken Leetham said public works was the most impacted department and needed an adjustment. He said an adjustment was made five years ago in the police department and did not feel there would be concern from other departments.

Councilmember Baskin said while this was a small dollar amount that the philosophy concerned her that employees can just work year after year and get to the top of the pay scale. She said employees that left for other opportunities could be replaced and the training cost was not significant. She said employees can go to other cities for higher wages and asked what's wrong with that. She acknowledged that the City may lose knowledge or experience when that happens, but the same job can then be done for less money. She added if any department deserved a raise, it was the public works department.

Councilmember Jackson said the number one job of the City Council was monitoring the budget and ensuring the funds were well spent. She was in agreement with this proposal and the tenants of running a good city was streets, water, power, safety, utility, police, and public works. She said public works was the area she wanted high morale and excellence. She is supportive of this, but she expressed caution if the department was all at the top of the pay grade.

Councilmember Baskin spoke on accountability to the tax payers and the potential property tax increase in Davis County to pay for personnel. She noted the lack of COLA in the private sector. She discussed that the private sector can not give raises in the same way as government. David Frandsen said that the City has not increased wages under threat to leave from employees. He continued that the situation is at a point where they were lucky to get three applications for job openings and the inability to compete. He said while he was not against turnover because it allowed other employees to move up. He further explained that inexperience was an issue in the department.

Councilmember Jackson was in favor of the proposal and noted the importance of reviewing the potential ramifications.

David responded that the Public Works Department does most of their work behind the scenes and that the employees collective skills are really improving every year.

Councilmember Knowlton mentioned how a high performing public works department saved the City money.

David Frandsen further emphasized that the employees skill set are improving and that the City has moved out employees who are not performing and now has an improved group of employees.

Councilmember Baskin said while she had reservations that public works often went the extra mile and gave the example of the Saturday cleanup. David Frandsen complimented his department on their extra work.

Councilmember Baskin commented that she wanted to see TJ Riley receive a raise and asked if that would occur with approval of this proposal.

Ken Leetham clarified that employees would receive a \$2 raise and said that if it was the Council's desire to pay those four employees who were at the low step a raise above that amount, then they should direct staff to do that. He said this was difficult to present this proposal but felt it needed to be done. He continued that staff could look at the impacts of an additional raise for those four positions which were middle management positions. David Frandsen added that the purpose of the proposal is to assist the lowest paid employees.

Councilmember Knowlton was not in favor of a review of the middle managers wages. Councilmember Baskin was in favor of this review. Councilmember Knowlton felt this was an overreach and was a management decision.

Councilmember Jackson spoke on variables and said she was comfortable with the proposal reviewed tonight. Ken Leetham commented that moving the grade would allow these employees to be eligible for future merit increases. He continued that the merit increases were based on an annual review.

Councilmember Baskin suggested approving the proposal with the 2% raise and the step increase and then reviewing the four positions that had been identified as low grade. She also noted that this is the most detailed discussion at the Council level that she's had.

Ken Leetham told the City Council he wanted them to understand the City management would not make large scale wage adjustments without the consent of the Council. He wanted to build trust and believed that changes of this size should be considered by the Council. In spite of the detailed work, he thinks it's important to bring it to Council. David reiterated that these changes are for the lowest paid employees.

Mayor Horrocks noted that we a few years ago we did the same thing for public safety employees.

Councilmember Knowlton moved that the City Council approve the recommended grade changes as identified by the Technology Net survey including the approval of additional grade adjustments for key public works positions averaging approximately \$2.24 per hour. Councilmember Jackson seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Knowlton. Councilmember Van Langeveld was excused.

11. NOTIFICATION OF THE TENTATIVE FY2026 BUDGET AND PROPOSED
PROPERTY TAX INCREASE BY THE SOUTH DAVIS RECREATION DISTRICT

Councilmember Jackson presented that the South Davis Recreation Center Board adopted the Fiscal Year 2025-2026 Tentative Budget on November 10, 2025. She continued that this Budget included a proposed property tax increase with a truth in taxation public hearing held the following week on November 17, 2025. She noted that a 5% increase in property tax above last year was approved which would result in an \$86,200 additional revenue in the General Operations Fund. She shared that she was the opposing vote to this tax increase.

Councilmember Jackson said one of the issues was a 77% tax increase two years ago and the budget finally balanced last year due to the \$750,000 increase from that tax increase. She expressed concern that there was no internal change within the budget and that this was not sustainable. She spoke on the need for realignments in overhead, review of programs, and tightening of the budget.

12. CONSIDERATION OF RESOLUTION 2025-58R: A RESOLUTION APPROVING AN
AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)
FOR THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT ON
CITY PROPERTY LOCATED AT 121 WEST 150 NORTH AND ADJACENT TO THE
PROPOSED I-15 RECONSTRUCTION PROJECT

Karyn Baxter shared an aerial view of the property on 150 North which abutted I-15. She shared the details of the temporary construction easement:

- Easement only for construction and not permanent property acquisition
- Easement was non-exclusive and owner may use property at any time that did not conflict with construction activities
- Width of three (3) feet at the north end

She continued that the substantial cost was due to:

- UDOT utilizing “cost to cure” which was for the replacement of existing improvements
- Payment was made for the subject property including all improvements thereon
- Cost to cure at this location included 16 feet of fence and trees which must be removed
- Total payment would be \$11,500 plus \$3,000 incentive to expedite agreement

Councilmember Knowlton moved that the City Council approve Resolution 2025-58R: a resolution approving an agreement with the Utah Department of Transportation (UDOT) for the purchase of a temporary construction easement on City property located at 121 West 150 North and adjacent to the proposed I-15 reconstruction project. Councilmember Jackson seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Knowlton. Councilmember Van Langeveld was excused.

13. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of November 18, 2025 were reviewed and approved.

Councilmember Jackson moved the City Council approve the minutes of the November 18, 2025 meeting as written. Councilmember Clayton seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Knowlton. Councilmember Van Langeveld was excused.

14. DISCUSSION OF ACTION ITEMS

The action items list was reviewed. Completed items were removed from the list.

15. ADJOURN

Mayor Horrocks adjourned the meeting at 10:20 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday December 16, 2025 by unanimous vote of all members present.

Brian J. Horrocks, Mayor

Wendy Page, City Recorder

Action Items for December 16, 2025

Item	Staff	Description	Staff Responses
<u>New</u>			
25-34		(12-2-25 CM Knowlton) Investigate doing a small consent agenda for future meetings to streamline items.	
25-35		(12-2-25 CM Knowlton & Van Langeveld) Discussion at future meeting regarding solar panels on City property.	
<u>Current</u>			
25-32	Ken	(11-18-25 CM Van Langeveld) Efforts towards targeted voter outreach due to lower voter turn out in various precincts of the City.	<u>11-25-25 Response: Several strategies can be used including, social media outreach closer to elections that encourage turnout and voter registration; voter outreach during City events at the City's information tent.</u>
25-30	Ken/Sherrie	(10-21-25 CM Van Langeveld) Investigate possible ordinance for entrances of City area.	
25-28	Ken	(10-07-25 CM Jackson) Coordinate with the Rec District and pick a day for residents' free admission to the South Davis Recreation Center.	
25-27	Ken/David	(10-07-25 CM Van Langeveld) Report on the possibility of a City citizen academy. (11-18-25 CM Van Langeveld) Consider 1 to 2 hour class that may help build a bigger bench of volunteers or resources.	<u>11-12-25 Response: Staff is working to create a one or two day citizen training meeting(s) to acquaint citizens more with City operations. Report back to City Council on February 17, 2026.</u> <u>11-25-25 Response: City Staff is working on abbreviated classes, maybe one or two per year, that would acquaint the public with City operations and services.</u>
25-26	Sherrie	(9-16-25 CM Van Langeveld) Investigation of mosquito abatement strategies including sharing cost of bat boxes with residents.	
25-02	Ken/David	(5-20-25 CM Knowlton) Explore options to property purchase for expanding the Public Works facilities.	<u>11-12-25 Response: The City Council reviewed options to provide more space at the existing PW facility (see 10-21-25 minutes). Further work to be done on property acquisition. CC would also like to see options for vehicle storage including rental of garage space rather than construction of new facilities at the present time.</u>

25-03	Sherrie	(5-20-25 CM Baskin) Research potential for creating a dog park at Springhill Park.	<p><i>(10/15/2025) per direction from the Council on 10/7/2025 the next steps to creating a dog park at this location will be:</i></p> <ol style="list-style-type: none"> <i>1. Contact the property owners to determine if they are willing to sell the property</i> <i>2. Obtain an appraisal and enter into purchase contracts</i> <i>3. Engage a landscape architect or engineering firm to design the park and cost estimate</i> <i>4. Approve the budget for the project</i>
25-08	Sherrie	(2-18-25 CC) Project to evaluate readdressing all County addresses to City addresses.	<p><i>(6/11/25) Staff has met to discuss the framework for the committee, the goals or recommendations to be considered, potential committee members, timeline and review 345 properties affected. Staff will draft assigned addresses for affected properties and provide timeline for Council.</i></p> <p><i><u>7-15-25 Response: City staff is working to assemble a data base of all addresses in the City that require adjustment. That will be completed by the end of 2025. After that time, City staff will propose to the Council a working group of members of the public, staff and Council representative to review the entire scope of the project, City costs and overall impacts of the project. Estimated completion, which is City Council taking action on a plan to move forward is April 1, 2026.</u></i></p>
25-11	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	<p><i>(1/2/25) Ken is preparing talking points and will then update City website for public awareness.</i></p> <p><i><u>7-15-25 Response: The City has not moved forward on this project and the main reason is that the bridge cannot be built unless it is approximately 2,200 feet long. That length would be a significant disruption to several properties, require the re-routing and/or disconnection of Main Street, does not have the support of Woods Cross (adjacent to the project) and cost approximately \$50-60 million.</u></i></p>

25-12	Ken/Jon/Sherrie	(5-7-24 CM Jackson) Possibility for an app that would provide the status of possible rail blockages. (8-6-24 CM Jackson) signage notifications for rail blockages. (3-4-25 CM Van Langeveld) Interested in a City app and to know costs. This app would help residents to stay informed, report issues, and access city services – similar to SLC, Syracuse or Sandy.	<p><u>7-15-25 Response: This action item is two items: 1) a request to develop a mobile train crossing warning system; and, 2) investigate having a City app that would contain lots of useful information for the public about city events and services.</u></p> <p><u>Train crossing warning system: Staff is working to prepare a presentation on alternatives for a mobile train access warning system. We are looking at a system in the Midwest and a system operated by Salt Lake City where there are multiple at-grade crossings subject to delay. This part of the project will require a few more months of work and a deadline of March 1, 2026 has been established.</u></p> <p><u>11-25-25 Response: City Staff made a presentation to the City Council on this action item is November 18, 2025. Staff will work with vendors to come up with a proposed app and app features. It is felt that the best way to address a rail crossing alert system is to direct app users to both a traffic software such as Wayz or Google Maps where users self-report delays and a traffic camera system that allows users to visually see the rail crossings in real time.</u></p>
25-15	Ken	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congresswoman Maloy recommends.	<p><u>(5/16/24) Program details were not made available in advance and so we will be looking at projects for 2025. Possible projects include message and reader boards related to train crossing delays or other traffic safety improvements.</u></p> <p><u>7-15-25 Response: City staff is working to identify qualifying water projects for 2026. Federal projects are very complex and usually cost almost twice as much as using other local funding sources. Staff will report back on this project by January 20, 2026.</u></p>
Future Agenda Item Discussion Requests			
25-33	Ken	(11-18-25 CM Van Langeveld) Future discussion on Hatch Park design (tower and graphic arts sign updated to NSL rather than Hatch Park)	<u>11-25-25 Response: Staff will discuss this with the design engineer and have revisions prepared for the Council to review.</u>
25-29	Ken/Sherrie	(10-7-25 CM VanLangeveld) Future work session to discuss Davis School District boundaries.	
25-25	Ken	(9-2-25 All) Prepare Strategic Plan draft document for Council's review. (12-2-25 CM Van Langeveld) Request to revisit early in 2026.	

25-18	Sherrie/Ken	(11-19-24 Mayor Horrocks) Future discussion related to expanding Tunnel Springs Park or the Springhill Landslide area for parks request per residents on Independence Way.	<i>(11/26/24) The General Plan will have a park and open space element and an analysis of park distribution and walkability should be included. (10/15/25) A draft of the General Plan is expected from the consultant December 2025.</i>
25-19	Ken / David	(4-2-24 CC) Staff will make future proposal on trees/sidewalk damage policies.	<i>(5/16/24) Funds have been proposed in the FY25 budget of \$100k for the purpose of sidewalk repair. An ordinance relating to trees and public rights-of-way needs to be put forward. 7-15-25 Response: This item is part of a larger issue of sidewalk condition and repair Citywide. Two parts of the project are: 1) creating a policy for when trees on private property damage public sidewalks (should they be removed, sidewalk relocated, etc.). This first part also includes a policy related to the obligations of the adjacent property owners to participate in the costs of repair and replacement of sidewalk or removal of trees. 2) The City must address a citywide infrastructure need to repair and replace sidewalks throughout the City. This is a policy decision by the City Council. Deadline for Part 1: October 21, 2025 Deadline for Part 2: January 20, 2026 11-12-25 Response: City staff presented information on October 21, 2025 and the City Council requested a draft policy (ordinance) be prepared to address sidewalk repair and the preservation of trees.</i>
25-21	Sherrie/Jon	<i>Combined Action Items:</i> (1-2-24) Work session on Code amendments related to park strip landscaping and street trees. Evaluate City owned park strips and properties for recommendation on conversion to water wise landscape & review compliance notifications and processes. (3-21-23) Look into increasing tree plantings on City owned land.	<i>7-15-25 Response: this project is to landscaping, water conservation methods and tree planting on City-owned property. This project requires City staff to provide an inventory and analysis of City-owned park strips and properties which might be good candidates for conversion from turf to water wise landscaping treatments. A second minor piece of this project is to evaluate our compliance notifications and processes related to conversion of areas to low water use treatments. Deadline for this project is September 16, 2025. This item also includes a policy question for the City Council related to what level of investment should the City be making each year for tree planting. The current General Plan and City budgets identify tree planting as a priority in the City and this project should articulate the City's specific action plan to increase tree plantings on City property. Deadline for this project is November 11, 2025. (10/15/25) On 9/16/2025 Staff reviewed possible locations with the City Council and was directed to obtain bids for the City Hall park strip and return to the Council for approval and budget allocation.</i>

25-22	Sherrie	(10/3/23 CM Knowlton) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	<u><i>7-15-25 Response: This project is from October of 2023. We have had some discussions about parking since that time, but the Council should clarify for the staff what is needed or wanted with this assignment.</i></u>
<u>Completed</u>			
25-31	Ken/Heidi/Jon	(10-21-25 Citizen Comment) Missed garbage pickup.	<u><i>11-25-25 Response: Will use newsletter and social media to inform the public on how they can report a missed garbage can.</i></u>