WHITE CITY COUNCIL MEETING AGENDA

February 6, 2025
6:00 PM
White City Water Improvement District
999 E Galena Drive, White City 84094

PUBLIC NOTICE IS HEREBY GIVEN that the White City Council will hold a regular meeting on the **6th day of February 2025** at the White City Water Improvement District, 999 E Galena Drive, White City, Utah as follows:

This meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend. Those interested in attending electronically should follow the information noted at the end of this agenda. **Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

6:00 p.m. - WORKSHOP

1. Discussion/Clarification of Agenda Items
2. Update and Discussion on Detached Accessory Dwelling Units ***[DADU Committee]***
3. Update and Discussion on Community Civic Center ***[Paul Ashton, City Attorney]***
4. Discuss future agenda items
5. Close Workshop Meeting

BUSINESS MEETING

1. **Welcome and Determine Quorum**

2. Financial Report ***[Dave Sanderson, Financial Manager]***

3. Unified Fire Authority Report ***[Battalion Chief Kenneth Aldridge]***

4. Unified Police Department Report ***[Detective Josh Smith, Chief April Morse]***

5. **Public Comments** -- (***Limited to 3 minutes per person)*** Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the Council at this point by coming to the table and giving their name for the record***. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.)***

6. **ACTION ITEMS**

6.1 Approve Minutes of September 5th, October 3rd, November 14th, December 5, 2024 and January 2, 2025 ***[Rori Andreason, City Administrator]***

6.2 Community Council Financial Report and Request for Funding for 2025 ***[Jill Mojabi, Treasurer]***

6.3 Consider ***Resolution No. 2025-02-01*** Appointing of Christy Seiger Webster as a Planning Commission Member for White City for a Three-Year Term Ending February 2027 ***[Rori Andreason, City Administrator]***

6.4 Consider ***Resolution No. 2025-02-02*** Confirming Appointment of Christy Seiger Webster to the Detached Accessory Dwelling Unit Committee (DADU) ***[Rori Andreason, City Administrator]***

6.5 Consider ***Resolution No. 2025-02-03*** Approving an Amended Contract between White City and Positive Impact Consulting, LLC (Rori L. Andreason) for Municipal and Recorder Services – ***[Mayor Paulina Flint]***

6.6 Consider ***Resolution No. 2025-02-04*** Approving an Amended Agreement between White City and Ashtree Legal Services, LC d/b/a/ Paul Ashton ESQ. for Legal Services ***[Mayor Paulina Flint]***

6.7 Consider ***Resolution No. 2025-02-05*** Approving an Amended Agreement between White City and DS Accounting Services, LLC (Dave Sanderson) for Financial Services ***[Mayor Paulina Flint]***

6.8 Discussion and Consideration of Approving the White City FY2026 Proposed Budget and Capital Improvement Projects ***[Rori Andreason, City Administrator; Dave Sanderson, Financial Manager; Chad Anderson, Engineering Manager]***

6.9 Consider ***Ordinance No. 2025-O-02*** Amending Title 8 of the White City Municipal Code regarding Animals ***[Paul Ashton, Attorney]***

7. COUNCIL REPORTS

7.1 Greater Salt Lake Municipal Services District/Council of Governments ***[Mayor Paulina Flint]***

7.2 Unified Fire Authority/Unified Fire Service Area ***[Council Member Tyler Huish]***

7.3 Mosquito Abatement/Salt Lake County Animal Control ***[Council Member Linda Price]***

7.4 Unified Police Department/SLVLESA ***[Council Member Phillip Cardenaz]***

7.5 Wasatch Front Waste & Recycling District ***[Council Member Greg Shelton]***

8. CLOSED SESSIONS IF NEEDED AS ALLOWED UNDER UTAH CODE ANN. 52-4-205)

8.1 Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual.

8.2 Strategy sessions to discuss pending or reasonably imminent litigation.

8.3 Strategy sessions to discuss the purchase, exchange, or lease of real property.

8.4 Discussion regarding deployment of security personnel,

8.5 Other lawful purposes as listing in Utah Code 52-4-205

9. ADJOURN

ZOOM MEETING

Topic: White City Council Meeting
Time: Feb 6, 2025 06:00 PM Mountain Time (US and Canada)
Join Zoom Meeting
https://us06web.zoom.us/j/87017008577?pwd=3E08FspbbIxmqytuoaJgPGCmMNA4IU.1

Meeting ID: 870 1700 8577
Passcode: 085553

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District, in support of White City, will make reasonable accommodation for participation in the meeting. To request assistance, please call (385) 468-6703 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: White City website at whitecity.utah.gov and the State Public Notice Website at http://pmn.utah.gov . Pursuant to State Law and White City Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code Ann. § 52-4-205, Parts of Meetings may be Closed for Reasons Allowed by Statute.

POSTED: February 4, 2025

White City > General Fund

Budget Report Yearly 50.00% 12/31/2024

	Actual to 12/31/2024	FY 2025 Budget	Projected
Revenues			
Sales tax	487,043	900,000	900,000
Franchise tax	2,343	7,500	7,500
Transportation sales tax	45,954	85,000	85,000
Class C road funds	132,264	230,000	230,000
ARPA funding	682,646	-	682,646
Business licenses	2,238	1,000	2,500
Building permits	13,540	25,000	25,000
Other permits	-	10,000	10,000
Zoning-land use permits	-	-	-
Grants care funds	-	-	-
ARPA funding	-	682,646	682,646
Engineering services	316	1,000	1,000
Planning services	-	25,000	25,000
Code enforcement fines	-	1,500	1,500
Justice court fines	17,084	30,000	30,000
Miscellaneous	6	-	10
Interest earnings	32,198	-	72,000
Transfers in	499,992	499,992	499,992
Total Revenues	**$ 1,915,624**	**$ 2,498,638**	**$ 3,254,794**
Expenses - Administration			
Wages	34,375	82,500	82,500
Employee Benefits	2,629	9,000	9,000
Awards, Promotions & Meals	5,063	-	7,500
Subscriptions/Memberships	350	4,070	4,070
Printing/Publications/Advertising	2,618	5,000	5,000
Office expense and supplies	1,140	1,070	1,150
Attorney-civil	18,865	75,000	75,000
Attorney- land use	-	10,000	10,000
Training and seminars	-	7,070	7,070
Web page development/maint	2,760	17,686	17,686
Software streaming	386	500	2,500
Payroll processing fees	257	900	900
Communications	-	4,000	4,000
Contributions/special events	-	53,161	53,161
Credit card and bank expenses	-	535	535
Insurance	9,740	16,000	16,000
Workers comp insurance	84	1,200	1,200
Postage	1,333	2,000	2,000
Professional & technical	46,913	132,900	132,900
UFA Emergency services	-	-	-
SL (Client) County support services	122	65,000	65,000
Cares act expenses	-	-	-
ARPA expense	-	682,646	682,646
Justice Court remediation -UPD	-	5,000	5,000
Rent	164	2,400	2,400
Non classified expenses	-	5,000	5,000
Total Administration	**$ 126,799**	**$ 1,182,638**	**$ 1,192,218**

	50.00%		12/31/2024
	Actual to 12/31/2024	FY 2025 Budget	Projected
Expenses - Transfers			
ARPA expenss	682,646	-	682,646
Transfer to General fund	732,986	1,316,000	1,316,000
Transfer to Capital projects	-	-	-
Total Transfers	**$ 1,415,632**	**$ 1,316,000**	**$ 1,998,646**
Total Expenses	**$ 1,542,431**	**$ 2,498,638**	**$ 3,190,864**
Surplus/Deficit	**$ 373,193**	**$ -**	**$ 63,930**

WHITE CITY
COUNCIL MEETING

September 5, 2024, 6:00 PM
WHITE CITY WATER IMPROVEMENT DISTRICT
999 E GALENA DRIVE, WHITE CITY, UTAH 84094

WHITE CITY COUNCIL MEETING MINUTES

Council Members Present:
Paulina Flint, Mayor
Linda Price (via Zoom)
Phillip Cardenaz
Greg Shelton
Tyler Huish

Staff Present:
Paul Ashton, Legal Counsel
Rori Andreason, Administrator
Nicole Smedley, Recorder
Daniel Torres, Economic Development Manager

Others Present:
Chad Anderson, Engineer
Morgan Julian, Long Range Planner II
Pam Roberts, General Manger Wasatch Front Waste and Recycling
Kenneith Aldridge, Unified Fire Authority
Josh Smith, Unified Police Department
Randy Thomas, Unified Police Department

6:00 PM – WORKSHOP

1. Discussion/Clarification of Agenda Items

Mayor Flint called the workshop meeting to order at 6:00 PM and confirmed that all Council Members were present. No other items were discussed.

2. White City Civic Center Presentation

Daniel Torres, Economic Development Manager, recommended the Council approve creation of a subcommittee to collaborate and determine needs for a White City civic center. He said when needs were identified, a cost proposal would be developed and presented to the Council. Mr. Torres introduced Heber Slabbert with AJC Architects, who had worked through a similar process with other municipalities and entities in the area.

DRAFT

Mr. Slabbert said he recommended a feasibility study to determine the right size and scope of the building and site improvements and establish a budget for the project. He said he had worked previously with Pathway Group (formerly Pathway Associates), a group that could help White City plan for the project and identify possible funding sources. Mr. Slabbert spoke of the importance of working with a subcommittee to help identify needs and provide data to establish a financial plan.

Mr. Torres said the subcommittee would collaborate to identify needs, engage with additional stakeholders, and report back to the Council. He said he was comfortable with proposed costs so far and supported the idea of leveraging Pathway Group to offset project costs. Responding to a question from the Council, Mr. Slabbert said the new building at Wheeler Farm was approximately 6,600 square feet. He said he suspected White City would need something a little larger, but in the same range. Mayor Flint said a resolution to establish the subcommittee would be considered later in the meeting.

3. Update on Sego Lily Construction Project

Chad Anderson, Engineer, reported the Sego Lily Construction project would be completed in October 2024, and answered questions from the Council. He explained the original plan had involved milling four inches of asphalt, but some areas of the road were found to not contain a full four inches, so the project was adjusted.

4. Discuss Restriction of Large Trucks on Sego Lily

Attorney Paul Ashton said the Engineering Department was not comfortable making recommendations as to weight limits on Sego Lily Drive until the current construction was completed. He expressed his intention to review and strengthen the ordinance in anticipation of receiving the weight recommendation from the engineers.

5. Wasatch Front Waste and Recycling District Presentation

Pam Roberts, General Manager of Wasatch Front Waste and Recycling District, provided an update on the district's operations and developments. She reported high employee satisfaction, in part attributable to the acquisition of 10 new trucks. Ms. Roberts highlighted the success of their apprentice program, noting the recent graduation of the program's first participant, and spoke of implementation of a leadership development program. She provided an update on the seasonal container reservation program (SCRAP), and said the Board was considering program adjustments to expand service and limit repeat reservations.

Ms. Roberts reported that under HB 107, haulers were required to report recycling volumes to cities. She explained the district operated as an enterprise fund under State statute, with revenues derived from resident fees, sale of old trucks, and interest earnings. The resident fee had not increased since 2018, and the Board was considering a possible increase of $5.00-$6.00 per household to cover increased costs, as well as the possibility of incurring debt. The district currently operated on a cash basis with no debt. Ms. Roberts answered questions and received feedback from the Council. on a cash operations basis.

DRAFT

6. Discuss UFA Proposed Increase

Ms. Andreason stated this item was moved to the October 3, 2024 agenda.

7. Discuss ADU Workshop

Morgan Julian, Long Range Planner, reported the MSD distributed a countywide survey to help identify barriers around construction of detached accessory dwelling units (ADUs). The survey was distributed in an effort to satisfy a criterion of moderate-income housing reporting. She showed examples of what detached ADUs might look like on different-sized lots in White City. Ms. Julian said with input from a subcommittee, staff put together the following recommended standards for consideration if the Council desired to allow detached ADUs:

- Detached ADUs only allowed on residential properties with lot size of 8,000 square feet or greater.
- Detached ADUs only allowed in rear yard of property.
- Detached ADUs shall not exceed a certain size, 600-800 square feet depending on lot size.
- Minimum setbacks for detached ADUs shall be five feet from rear and side property lines, and six feet from primary dwelling.
- Height of detached ADU limited to height of existing home, with recommended maximum of 24 feet for detached ADUs on top of garages.
- ADUs may be built on top of existing garages located only in the rear of a property, and would be exempt from setback standards if all other land use and building requirements were met

Ms. Julian said the recommended standards were reviewed and supported by the Unified Fire Department and the MSD Building Official. She suggested that restricting detached ADUs in terms of scale and location on a property would maintain the single-family character of White City. The Council would need to determine if detached ADUs would be allowed in all residential zones, or only in the R1-8 Zone, if they chose to allow detached ADUs. Ms. Julian said staff recommended holding a public input session.

Council Member Huish acknowledged concerns about widespread construction of ADUs but suggested that allowing the option for those with a need or opportunity could be beneficial. Council Member Huish also noted that offset requirements for neighboring buildings would naturally limit the number of ADUs. Mr. Ashton added that the Legislature was reviewing the matter and might establish requirements during the next Legislative Session.

Mayor Flint said White City was the second densest community in the State, and emphasized the need to address law enforcement needs, and parallel ordinances such as landlord laws. She expressed support for requiring ADU properties to be owner-occupied. Council Member Price spoke of off-street parking requirements. Mayor Flint expressed a desire to see the survey conducted by Magna, and said she wanted to be able to pinpoint on a map which properties in White City would fit within the proposed requirements.

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8. Discuss Capital Improvement Requests and Budget Process

Chad Anderson, Engineer, began a discussion about the capital improvement project request and budget process. Mayor Flint appointed Rori Andreason, White City Administrator, to act as liaison and enter projects into Smartsheet. Mayor Flint stated the Sego Lily Drive construction project had taken longer than anticipated and was over budget. She said it would be difficult to move forward with any other project planning until Sego Lily Drive was complete. Mr. Anderson commented that not every project suggested and discussed would be funded. Mr. Anderson said unfunded projects suggested in prior years would be added to the list.

Responding to a question from Mayor Flint, Mr. Anderson said an environmental impact study for the 1300 East project needed to be completed before moving on to the design phase. He said a project regarding storm water coming off Eastmont Middle School was already funded. Mr. Anderson said a capital improvement project list needed to be submitted by White City by October 31, 2024.

9. Discuss Future Agenda Items

Council Member Huish mentioned upcoming events in the community, and suggested the City Council receive a report from the Community Council.

10. Close Workshop Meeting

BUSINESS MEETING

1. Welcome and Determine Quorum

Mayor Flint, presiding, called the meeting to order at 7:12 pm, and stated a quorum was present.

2. Financial Report

Financial Manager Dave Sanderson presented a financial report for the first month of the fiscal year and answered questions from the Council and Mayor.

Council Member Shelton, seconded by Council Member Huish, moved to accept the financial report as presented. The motion passed by unanimous vote.

3. Unified Fire Authority Report

Battalion Chief Ken Aldridge, Unified Fire Authority, reported on recruitment efforts and mitigation projects. He also spoke of forest management and mitigation strategies in western states.

4. Unified Police Department Report

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Detective Josh Smith reported on call volumes for the previous month. He noted that Chief Randy Thomas was retiring and expressed gratitude for Chief Thomas's service. Detective Smith also conveyed appreciation for the United Fire Authority. Chief Thomas remarked that Officers Malone and Morris were both qualified candidates for the position that would become available following his retirement.

5. Public Comments

There were no public comments.

6. Action Items

6.1 Resolution No. 2024-09-01 confirming the appointment of ADU Committee Members

Mayor Flint said proposed Resolution No. 2024-09-01 would confirm appointment of Tyler Huish, Linda Price, Morgan Julian, and Robert Frailey to the ADU Committee.

Council Member Cardenaz, seconded by Council Member Shelton, motioned to approve Resolution No. 2024-09-01. The motion passed by unanimous vote.

6.2 Resolution No. 2024-09-02 confirming the appointment of White City Civic Center Committee Members

City Administrator Rori Andreason said proposed Resolution No. 2024-09-02 would confirm appointment of Paulina Flint, Greg Shelton, Rori Andreason, and Chad Anderson to the Civic Center Committee. Mayor Flint pointed out Daniel Torres, Paul Ashton, and Morgan Julian should also be included.

Council Member Huish, seconded by Council Member Cardenaz, motioned to approve Resolution No. 2024-09-02 forming the White City Civic Center Committee with those listed on the document, as well as Daniel Torres, Paul Ashton, and Morgan Julian. The motion passed by unanimous vote.

6.3 Consider Decision to Proceed with White City Civic Center Project Process

Ms. Andreason said with the Civic Center Committee formed, direction from the Council was needed to proceed with the process.

Council Member Shelton moved to proceed with the process. The motion was seconded by Council Member Cardenaz and passed by unanimous vote.

DRAFT

6.4 Discuss creation of Municipal Building Authority and direction to proceed

Mr. Ashton suggested the Council defer discussion regarding creation of a Municipal Building Authority (MBA) until a recommendation was received from the committee.

Council Member Cardenaz, seconded by Council Member Shelton, motioned to defer creation of an MBA, but direct staff to proceed with preparation of documentation. The motion passed by unanimous vote.

7. Administrator Report

Ms. Andreason said she had been in contact with Civic Plus regarding needed improvement in the appearance and user-friendliness of the City's website. Mayor Flint mentioned additional needed improvements. Ms. Andreason said the Council could continue with services from Civic Plus or could choose to put out an RFP. Mayor Flint expressed a desire to put out an RFP. Ms. Andreason said she would prepare an RFP.

8. COUNCIL REPORTS

8.1 Greater Salt Lake Municipal Services District/Council of Governments

Mayor Flint provided an update on Greater Salt Lake MSD and Council of Governments.

8.2 Unified Fire Authority/Unified Fire Service Area

Council Member Huish spoke of the opportunity for firefighters to go to California and Oregon to help fight fires. He explained changes to the Interlocal Agreement with Sandy. The UASD Conference was scheduled to occur November 6-8, 2024.

8.3 Mosquito Abatement/Salt Lake County Animal Control

Council Member Price reported on a recent incident at the Salt Lake County Animal Control facility and provided an update regarding South Salt Lake Valley Mosquito Abatement District. An average of 578 acres were treated for mosquito abatement in 2024. Council Member Price encouraged everyone to use DEET sprays and wear loose fitting clothing at night and early morning.

8.4 Unified Police Department/SLVLESA

Council Member Cardenaz spoke of Lt. Shane Manwaring, a new UPD hire to specialize in strategic planning, and spoke of the process to fill the position that would be open with Chief Thomas's retirement.

DRAFT

8.5 Wasatch Front Waste & Recycling District

Council Member Shelton reported on the 2023 Annual Fraud Risk Assessment, and said White City scored well (333/395).

9. CLOSED SESSIONS IF NEEDED AS ALLOWED UNDER UTAH CODE ANN. 52-4-205

No closed session was needed.

10. ADJOURN

Council Member Cardenaz, seconded by Council Member Shelton, moved to adjourn the meeting. The motion passed unanimously.

Mayor Flint declared the meeting to be adjourned at 8:02 pm.

Approved by the City Council the 6th day of February 2025:

_____

Paulina Flint, Mayor

ATTEST:

_____

City Recorder

APPROVED:

_____

Attorney

DRAFT

WHITE CITY
COUNCIL MEETING

OCTOBER 3, 2024, 6:00 PM
WHITE CITY WATER IMPROVEMENT DISTRICT
999 E GALENA DRIVE, WHITE CITY, UTAH 84094

WHITE CITY COUNCIL MEETING MINUTES

Council Members Present:
Paulina Flint, Mayor
Linda Price
Phillip Cardenaz
Greg Shelton
Tyler Huish

Staff Present:
Paul Ashton, Legal Counsel
Rori Andreason, Administrator
Morgan Julian, Long Range Planner II
Tabitha Mecham, Office Manager

Others Present:
Dave Sanderson, Financial Manager
Kenneth Aldridge, Unified Fire Authority Battalion Chief
Chief McConaghie, Sandy City Fire

6:00 PM – Workshop

1. Discussion/Clarification of Agenda Items

Mayor Flint called the workshop meeting to order at 6:00 PM and confirmed that all Council Members were present. No other items were discussed.

2. Salt Lake Valley Law Enforcement Service Area (SLVLESA) Presentation

SLVLESA District Administrator Rachel Anderson and Treasurer Richard Moon presented information regarding a possible tax increase in the amount of 12.87% and explained that statutes applicable to law enforcement required that SLVLESA obtain approval from all member entities to implement a tax increase. Ms. Anderson said property values and new growth were higher than anticipated in the last year, which resulted in a lower than anticipated tax rate, and meant SLVLESA did not meet the tax rate cap objective in the last year. She explained that a tax increase would hopefully allow SLVLESA to continue to self-fund and avoid relying on member entities. Ms. Anderson said the proposed tax increase would equal an additional $5.45 per month for the average household.

DRAFT

Mr. Moon said the average cost of law enforcement in the Salt Lake Valley had increased 45% in the last five years. He stated SLVLESA would not have enough funds in 2025 to make ends meet without the proposed tax increase and said member entities would need to make up the difference if that happened.

3. Discuss UFA Proposed Budget Increase

Rachel Anderson, District Administrator for Unified Fire Authority (UFA), explained thay White City had an agreement to remit 85% of property tax revenue to Sandy City for fire services in White City. Ms. Anderson said the UFA Board proposed to increase the property tax rate for the coming year, and said she did not anticipate an increase would be proposed for the following year. Ms. Anderson reported seismic upgrades were made to five existing fire stations, and four new fire stations were built in the last year to meet needs in the service area.

Tony Hill, UFA Chief Financial Officer, said the proposed tax rate increase would have an impact of $7.77 per month on an average household. Mr. Hill explained that without the proposed increase, UFSA would not be able to meet minimum reserve requirements. He asked the Council to encourage residents to attend a public hearing on December 10, 2024 at UFA Headquarters. Council Member Huish said he appreciated participating on the UFA Board

4. Discussion regarding Justice Court

Mayor Flint reported Salt Lake County recently announced that justice courts would be discontinued in the County. White City and other cities affected would need to contract with neighboring cities for justice court services. Mayor Flint suggested the City Administrator begin researching the process for White City to have a justice court. Paul Ashton, Legal Counsel, recommended the Council continue the discussion until County Council Member Laurie Stringham could be present.

Council Member Price, seconded by Council Member Shelton, moved to continue the discussion until such time that a representative of the County could be present. The motion passed by unanimous vote.

5. Informational Presentation on the Salt Lake County Public Safety Bond

Kelly Colopy, Salt Lake County Health & Human Services Director, said in August of 2024, the Salt Lake County Council approved placing a public safety bond on the November ballot, acknowledging the need for additional jail beds and additional services for people rotating through the criminal justice system. She described proposed improvements and services, and said she believed the plan was cost effective and fiscally conservative and responsible. Ms. Colopy and Brad Townley, Advisor to Salt Lake County Mayor Wilson, answered questions from the Council about County-owned properties.

6. Committee Update regarding Accessory Dwelling Units (ADUs)

DRAFT

Council Member Huish demonstrated a map prepared following the September 5, 2024 Council meeting to show lot sizes and help in preparing ADU standards. He commented there were 120 residential lots less than 8,000 square feet in size that should maybe be R1-7 instead of R1-8. Council Member Huish said the subcommittee planned to distribute a survey to obtain resident feedback. He reported the subcommittee had discussed lot sizes, possible limits on ADU square footage, parking concerns, the possibility of setting a maximum number of ADUs that could be in the community, and ways to protect the character of the neighborhood. Council Member Price said the subcommittee would meet the next week to further discuss the survey.

7. Update on Safe Streets for All Demonstration Grant

Morgan Julian, Long Range Planner, reported White City received a $400,000 Safe Streets for All Demonstration Grant. She said the grant funds, awarded jointly to White City and Copperton, were intended to be used for traffic calming measures, and mentioned intersections that would be examined. Ms. Julian said she liked the idea of involving area schools in the process.

8. Discuss Future Agenda Items

Council Member Huish requested an update from the Community Council. Mayor Flint said staff were working on a year-end report.

9. Close Workshop Meeting

BUSINESS MEETING

1. Welcome and Determine Quorum

Mayor Flint called the meeting to order at 7:10 pm and noted that a quorum was present.

2. Recognition of Chief Randy Thomas, Unified Police Department (UPD)

Mayor Flint thanked Randy Thomas for his service as UPD Chief since 2018 and wished him well in his retirement. The Council expressed appreciation to Chief Thomas and took the opportunity for a photograph.

3. Financial Report

Rori Andreason, Administrator, presented a financial report for the period ending August 2024.

Council Member Huish, seconded by Council Member Shelton, motioned to accept the financial report. The motion passed by unanimous vote.

DRAFT

4. Unified Fire Authority Report

UFA Battalion Chief Ken Aldridge provided an update on recruitment and reported that a group had been deployed to help in Georgia but had been rerouted to help in Tennessee. Chief Aldridge said UFA Captain Matt Hamilton, who passed away in April 0f 2023, was added to the Fire Fighter Memorial Wall in Colorado Springs in a recent event. Chief Aldridge thanked Chief Thomas for his service.

The Council was introduced to Brian Buckhout, who was hired to help with emergency management. Mayor Flint suggested every community would need training for the new Comprehensive Emergency Management Plan, and every community needed its own emergency management plan.

4.1 Sandy Fire Quarterly Report

Sandy Fire Chief Ryan McConaghie reported call volume for the third quarter of 2024. Chief McConaghie said one of the Sandy Fire Department Type 6 (initial attack wildland engine) trucks and crew were currently in Idaho helping with firefighting efforts. He reported a Type 3 wildland truck was recently added to the fleet, and a new Type 1 engine and two ambulances would arrive in November.

5. Unified Police Department Report

Detective Josh Smith presented a UPD report, and encouraged residents to educate loved ones that firearms, whether loaded, facsimiles, or toys, needed to be treated the same to keep the community safe. Mayor Flint suggested an educational postcard could be sent to residents. Mayor Flint acknowledged new Police Chief April Morse.

6. Public Comments

Nicole Thompson stated that she did not have an issue with UFA and acknowledged the value of their services but objected to paying UFA for services that were not provided to White City. She suggested allocating 100% of property taxes to Sandy Fire instead of the current 85%, effectively removing UFA from the equation. Thompson stated that she opposed ADUs, believing they would negatively impact the appearance and character of the community. She suggested the decision on ADUs should be left to individual property owners rather than government involvement.

Ms. Thompson expressed the view that White City did not need a civic center and opposed the idea of placing one in Big Bear Park. She also opposed the use of e-bikes in Big Bear Park, comparing them to scooters that she frequently found abandoned near her home. Regarding traffic calming measures, Thompson stated that the only effective measure she had observed was the presence of a police officer near the street during school dismissal times, expressing skepticism about the effectiveness of other measures.

DRAFT

Rori Andreason, City Administrator, reported receiving emails from Liz Rennie, Claire Huebinger, and Allan Perry, all expressing opposition to the construction of a civic center in Bear Park. The emails are attached to the minutes for reference.

7. Action Items

7.1 Consider Approval of May 16 and June 6, 2024 Minutes

Council Member Huish, seconded by Council Member Shelton, moved to approve both sets of minutes as written. The motion passed by unanimous vote.

7.2 Consider Resolution No. 2024-10-01 Ratifying the Selection of April Morse as the Unified Police Department's White City Precinct Chief

Council Member Cardenaz, seconded by Council Member Shelton, moved to approve Resolution No. 2024-10-01 ratifying the selection of April Morse as the UPD White City Precinct Chief. The motion passed by unanimous vote.

Chief Morse introduced herself and shared some of her professional experience and background.

7.3 Consider Ordinance No. 2024-O-05 Amending Subdivision Provision and Procedures

Mr. Ashton explained proposed amendments to Title 18 of City Code relating to subdivisions and zoning to comply with changes made by the State Legislature. He said the changes were not significant because White City was built out. The Planning Commission received the proposed amendments and forwarded a positive recommendation.

Council Member Price moved to approve Ordinance No. 2024-O-05 amending Subdivision Provision and Procedures.

Council Member Shelton made a counter motion to defer approval to provide time for him to review the amendments. The counter motion died for lack of second.

Council Member Huish seconded the motion made by Council Member Price. The motion passed by unanimous vote.

7.4 Authorize Procedure with Procurement of Architectural Services for a White City Civic Center

Mr. Ashton said there had been much talk about getting a civic center. He recommended initiating a feasibility study to look at whether the community needed a civic center, and if needed, where it could be placed and what it should constitute. Mr.

DRAFT

Ashton suggested the Council authorize staff to pursue putting out an RFP for a feasibility study and possibly take the next steps. Mayor Flint emphasized the discussions had been around having something minimal, unintrusive, and affordable. Mayor Flint said White City needed a permanent address other than her home address. Mr. Ashton added that the City's permanent address could not be a post office box.

Council Member Huish said he had read through the public comments and tended to agree with not adding buildings in the park. He said he did not believe the Council should move forward with any type of civic building until a Master Plan for the park was in place.

Council Member Huish moved to postpone the matter until a Master Plan was in place for Big Bear Park. The motion died for lack of second.

Council Member Shelton, seconded by Council Member Price, moved to authorize procedure with procurement of architectural services for a White City Civic Center. AYE: Mayor Flint, Council Member Shelton, Council Member Price, Council Member Cardenaz. **NO:** Council Member Huish. **The motion passed with a vote of 4-1.**

7.5 Discussion and Possible Action Regarding e-bikes in Bear Park

Council Member Price described an incident at Big Bear Park during Southeast Township Days involving 10–12-year-olds riding e-bikes at high speeds on park sidewalks. She noted that the riders almost collided with the mayor and responded disrespectfully when confronted. Later in the day, she observed the same youth riding at full speed on sidewalks and damaging the park by riding up and down the hill on the south side.

Council Member Price outlined the classifications of e-bikes and relevant restrictions under State Code. She stated that Class 3 e-bikes, due to their higher speed capabilities, are only permitted on roads and bike lanes within roads. Additionally, individuals under 16 years of age may not operate Class 3 e-bikes. For Class 1 and Class 2 e-bikes, individuals under 14 years of age may not operate them on public property, highways, paths, or sidewalks unless directly supervised by a parent or guardian. Individuals under 8 years of age are prohibited from operating any class of e-bike.

Council Member Price said different municipalities had put their own restrictions in place, including prohibiting e-bike use in city parks, and suggested the White City Council consider rules specifically for Bear Park. Mayor Flint said she knew from experience that the e-bikes could not be heard approaching. Council Member Cardenaz said it would be interesting to see numbers of incidents from the police. Mayor Flint said she appreciated Council Member Price looking into the issue.

DRAFT

Council Member Shelton, seconded by Council Member Price, moved to direct staff to work with UPD to come up with a recommendation. The motion passed by unanimous vote.

8. Administrator Report

No report was given.

9. Council Reports

9.1 Greater Salt Lake Municipal Services District/Council of Governments

Mayor Flint said the Utah State Auditor's Office had released a best-practices handbook for the Legislature and elected officials. She said she would email Councilmembers a link to the book. Mayor Flint said the MSD had signed a cost-sharing agreement for a UPDES (Utah Department of Environmental Quality) media campaign and had adopted a Comprehensive Emergency Management Plan. She reported progress of construction on a new MSD facility and provided an update on street and trail lights in the community. She reported engineering had been transitioned to the MSD.

9.2 Unified Fire Authority/Unified Fire Service Area

Council Member Huish said his topics were discussed earlier in the meeting.

9.3 Mosquito Abatement/Salt Lake County Animal Control

Council Member Price reported seasonal Mosquito Abatement employees were done for the season. She reported three human cases of West Nile Virus in the State in 2024, but none in Salt Lake County. Council Member Price provided an update regarding Salt Lake County Animal Control.

9.4 Unified Police Department/SLVLESA

Council Member Cardenaz spoke of the appointment of Chief Morse.

9.5 Wasatch Front Waste & Recycling District

Council Member Shelton reported appointment of a new Wasatch Front Waste & Recycling District Finance Manager.

10. Closed Sessions if Needed as Allowed Under Utah Code Ann. §52-4-205

Council Member Shelton, seconded by Council Member Cardenaz, moved to go into closed session to discuss pending or imminent litigation. The motion passed by unanimous vote.

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In attendance at the closed session were Mayor Flint; Council Members Price, Cardenaz, Shelton, and Huish, Rori Andreason, Paul Ashton, and Tabitha Mecham.

The meeting returned to regular open session. No action was taken during the closed portion of the meeting other than the approval of the motion to close the closed potion of the meeting and return to the regular open session.

11. Adjourn

Council Member Huish, seconded by Council Member Cardenaz, motioned to adjourn the meeting. The motion passed by unanimous vote.

Mayor Flint declared the meeting adjourned at 8:47 PM.

Approved by the City Council the 6th day of February 2025:

_____

Paulina Flint, Mayor

ATTEST:

_____

City Recorder

APPROVED:

_____

Attorney

DRAFT

WHITE CITY
COUNCIL MEETING

NOVEMBER 14, 2024, 6:00 PM
WHITE CITY WATER IMPROVEMENT DISTRICT
999 E GALENA DRIVE, WHITE CITY, UTAH 84094

WHITE CITY COUNCIL MEETING MINUTES

Council Members Present:
Paulina Flint, Mayor
Linda Price
Phillip Cardenaz
Greg Shelton
Tyler Huish

Staff Present:
Paul Ashton, Legal Counsel
Rori Andreason, Administrator
Nicole Smedley, Recorder
Daniel Torres, Economic Development Manager
Morgan Julian, Long Range Planner II
Chad Anderson, Engineer

Others Present:
Dave Sanderson, Financial Manager
Kenneth Aldridge, Unified Fire Authority Battalion Chief
Chief McConaghie, Sandy City Fire
Josh Smith, UPD Detective
April Morse, UPD Precinct Chief
Clayton Preece, Smith Hartvigsen
Carrie Sibert, Salt Lake County Animal Control
Talia Butler, Salt Lake County Animal Control
Karl Carpenter, Salt Lake County Animal Control

6:00 PM – Workshop

1. Discussion/Clarification of Agenda Items

Mayor Flint called the workshop to order at 6:00 p.m., noted the presence of all Council Members, and requested a motion to adjust the agenda to move the public comment period to the beginning.

DRAFT

Council Member Cardenaz, seconded by Council Member Price, motioned to move public comments to the beginning of the agenda. The motion passed unanimously.

2. Public Comments

Misty Riley, residing at 1250 East Forget Me Not Avenue, expressed concerns about two dogs that had been roaming at large in the neighborhood for approximately two years. She identified the dogs as a Rottweiler and a German Shepherd belonging to her neighbors located two doors east of her residence. Ms. Riley stated that she had filed multiple complaints both online and by phone and had interacted with seven different animal control officers regarding the issue. She emphasized her concern for the safety of neighborhood children, noting that the dogs were frequently observed in the area during times when children were getting off the school bus.

3. Closed Session

Council Member Shelton, seconded by Council Member Price, motioned to go into closed session to discuss reasonably imminent litigation.

Roll Call Vote

Council Member Price - Yes
Council Member Shelton - Yes
Mayor Flint - Yes
Phillip Cardenaz - Yes
Tyler Huish – Yes

Vote was 5-0, motion carries.

In attendance: Mayor Paulina Flint; Council Members Linda Price, Phillip Cardenaz, Greg Shelton, and Tyler Huish; Paul Ashton; Rori Andreason; Nicole Smedley; Clayton Preece; Josh Smith; April Morse; Carrie Sibert; Talia Butler; Karl Carpenter.

Council Member Cardenaz, seconded by Council Member Huish, motioned to go back into regular work session. The motion passed unanimously.

Mayor Flint stated that the Council had discussed directing staff to prepare updates to Title 12 and Title 8 to address an issue brought to the Council's attention. Mayor Flint encouraged the public to contact the police whenever an animal control issue arose.

BUSINESS MEETING

1. Welcome and Determine Quorum

Mayor Flint welcomed those in attendance and noted a quorum was present.

DRAFT

2. Financial Report

Dave Sanderson, Financial Manager, presented the financial report for September and October 2024.

Council Member Shelton, seconded by Council Member Price, moved to approve the financial report. The motion passed unanimously.

3. Unified Fire Authority Report

Battalion Chief Kenneth Aldridge provided an update on Recruit Camp, a report on the recent UFA awards ceremony, and an update on the Utah Task Force 1 deployment. Chief Aldridge announced that UFA would be hosting a Battalion Chief Academy and reported on recent promotions.

3.1 Sandy Fire Quarterly Report

Sandy Fire Chief Ryan McConaghie presented the quarterly fire and medical incident report, provided a summary of the recent Sandy Fire annual banquet, and extended an invitation to the Council for an upcoming event. Chief McConaghie reported that Fire Station 31 was scheduled for completion in October 2025, with a public walk-through planned for September 2025.

4. Unified Police Department Report

Detective Josh Smith reported on the call volume for October 2024. Chief April Morse provided an update on the Drug Enforcement Unit (DEU), noting its active presence in White City and commending its performance. Chief Morse informed the Council that retired K-9 Nitro had passed away in October. Mayor Flint reported that streetlights on Sego Lily Drive were now operational. Chief Morse also stated that the Unified Police Department (UPD) had applied for a Utah Highway Safety Grant to fund traffic control devices.

5. Public Comments

The public comment period was moved to an earlier point in the meeting.

6. Action Items

6.1 Consider Approval of July 11, 2024 Minutes

Council Member Huish, seconded by Council Member Price, motioned to approve the July 11, 2024, Council Meeting Minutes. The motion passed by unanimous vote.

DRAFT

6.2 Resolution No. 2024-11-01 Establishing a Time and Place for holding Regular City Council Meetings for the 2025 Calendar Year

Council Member Cardenaz, seconded by Council Member Huish, moved to approve Resolution No. 2024-11-01, changing the July 3, 2025, meeting date to July 10, 2025. The motion passed by unanimous vote.

6.3 Resolution No. 2024-11-02 Approving a 2025 Tax Rate in Excess of the Certified Tax Rate by the Salt Lake Valley Law Enforcement Service Area (SLVLESA)

Paul Ashton, Legal Counsel, stated that a proposed SLVLESA tax rate increase was explained at a previous Council meeting. Mr. Ashton answered questions from the Council. Council Member Cardenaz expressed the opinion that implementing the proposed increase through the district seemed like the best way to get the money needed to help the most people.

Council Member Cardenaz, seconded by Council Member Shelton, motioned to approve Resolution No. 2024-11-02 approving a 2025 Tax Rate in Excess of the Certified Tax Rate by the SLVLESA. The motion passed by unanimous vote.

6.4 Discussion and Possible Action regarding Animal Control Ordinance and Resident Complaints

Mr. Ashton said existing ordinances were not adequate to meet the needs of the city with respect to animal control. He said staff could work on rewriting Title 12 and Title 8, as well as adding an administrative law judge (ALJ) process to more effectively enforce ordinances and maintain public safety.

Council Member Shelton, seconded by Council Member Price, moved to direct staff to proceed drafting amendments to Title 12 and Title 8 as discussed. The motion passed by unanimous vote.

7. Administrator Report

City Administrator Rori Andreason said she emailed information to the Council regarding Streamline, a company specializing in websites for special districts. She said she liked the Streamline website and was impressed with the accessibility. The monthly price with Streamline would be $800, which was under the threshold for requiring a Request for Proposal (RFP). If the Council liked what Streamline offered, staff could proceed with Streamline, otherwise, an RFP could be prepared. The Council discussed inviting representatives of Streamline to White City for discussions. Council Member Shelton commented that customer service was a big, important part of the service.

8. Council Reports

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8.1 Greater Salt Lake Municipal Services District/Council of Governments

Daniel Torres, the Economic Development Manager, reported that a survey about accessory dwelling units (ADUs) had been distributed, receiving a higher-than-anticipated response from the community. Torres also noted that the Request for Qualifications (RFQ) for the civic center was scheduled to close on November 15, 2024.

Chad Anderson, Engineer, provided an update on the Sego Lily Project. Mayor Flint remarked that a storm drain on Sego Lily Drive had sunk. Anderson stated that he would investigate the issue immediately following the meeting.

Mayor Flint provided an update on the new location for MSD. She said White City needed to have preliminary budget information to MSD by February 28, 2025. Mayor Flint emphasized that White City received 100% of sales tax revenue from online orders with point of delivery in White City.

8.2 Unified Fire Authority/Unified Fire Service Area

Council Member Huish provided an update regarding UFA/UFSA budget and tax discussions.

8.3 Mosquito Abatement/Salt Lake County Animal Control

Council Member Price reported on recent conventions regarding mosquito abatement. She said no human cases of West Nile Virus were found in Salt Lake County in 2024. Council Member Price provided an update on Salt Lake County Animal Control and spoke of a new sign design for parks. She shared a suggestion for all communities partnering with Salt Lake County Animal Control to have the same animal control rules.

8.4 Unified Police Department/SLVLESA

Council Member Cardenaz spoke of the passing of K9 dog Nitro. He reported a UPD hiring incentive bonus had been extended with the hope to be fully staffed by the end of February 2025. Council Member Cardenaz provided an update on the proposed SLVLESA tax increase.

8.5 Wasatch Front Waste & Recycling District (WFWRD)

Council Member Shelton spoke of a proposed $6.50 per month increase for trash collection to be able to maintain current service level. He said a public hearing was scheduled for November 18, 2024. Council Member Shelton said WFWRD had also discussed adjustments to other services and rates.

9. Closed Session

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A closed session was held earlier in the meeting.

10. Adjourn

Council Member Cardenaz, seconded by Council Member Shelton, motioned to adjourn the meeting. All voted aye, the motion carried.

The meeting adjourned at 7:51 pm.

Approved by the City Council the 6th day of February 2025:

_____

Paulina Flint, Mayor

ATTEST:

_____

City Recorder

DRAFT

WHITE CITY
COUNCIL MEETING

DECEMBER 5, 2024, 6:00 PM
WHITE CITY WATER IMPROVEMENT DISTRICT
999 E GALENA DRIVE, WHITE CITY, UTAH 84094

WHITE CITY COUNCIL MEETING MINUTES

Council Members Present:
Paulina Flint, Mayor
Linda Price
Phillip Cardenaz
Greg Shelton
Tyler Huish

Staff Present:
Paul Ashton, Legal Counsel
Rori Andreason, Administrator
Nicole Smedley, Recorder
Dan Torres, Economic Development Manger
Maridene Alexander, Communications Manager
Morgan Julian, Long Range Planner II

Others Present:
Chief Aldridge, Unified Fire Authority (via zoom)
Chief McConaghie, Sandy City Fire
Detective Smith, Detective (UPD)
April Morse, Precinct Chief (UPD)

6:00 PM – Workshop

1. Discussion/Clarification of Agenda Items

Mayor Flint called the workshop meeting to order at 6:00 PM and confirmed that all Council members were present.

2. Update and Discussion on Detached Accessory Dwelling Units (ADUs)

Morgan Julian, Long Range Planner, reported that the Accessory Dwelling Unit (ADU) subcommittee had met and reviewed survey responses, noting that 200 responses had been received so far. She mentioned that two residents had raised concerns about the accessibility of the online survey for older individuals. The Council and staff discussed options for addressing these concerns, including offering a paper version of the survey, addressing related security issues, and potentially extending the survey deadline. Mayor Flint directed staff

to extend the response deadline to January 15, 2025, and to prepare language for a hard copy mailer.

3. Update and Discussion on Community Civic Center

Dan Torres, Economic Development Manager, reported that the civic center subcommittee was scheduled to meet the following day to review responses to the Request for Proposals (RFP).

4. Discuss UFA Funding Request for 2025 Recreation Areas Contribution letter from Salt Lake County Mayor

Council Member Huish reported that UFA Chief Burchett had received a letter from the Salt Lake County Mayor denying UFA's request for the County to fully cover the costs of providing emergency and medical services to specific unincorporated recreational areas. The letter indicated that the amount offered was 20% less than the actual cost of servicing those areas. Paul Ashton, Legal Counsel, clarified that these recreational areas were County-owned and noted that, under State statute, the County is permitted to use general funds to cover the costs of law enforcement and fire protection for County recreational areas, as they are used by residents throughout the County as well as visitors from outside the County.

Paul Ashton, Legal Counsel, explained that the County Council had historically voted to use general funds for covering costs related to unincorporated recreational canyon areas. However, ongoing tension existed because SLVLESA and UFSA collected property tax revenue from these areas. The Council and staff discussed issues related to tax collection, the status of Kennecott land, the Legislative distinction between the terms “may” and “shall,” and the potential for collaborating with lobbyists to address the matter.

5. Discuss Communications Policies

Communications Manager Maridene Alexander emphasized the importance of having a privacy policy in place for the City website and demonstrated the privacy policy approved by the Office of the State Auditor on the Greater Salt Lake Municipal Service’s website (MSD) website. She explained that the policy would clarify how collected information is used and noted that she had included a social media policy on the White City website. Ms. Alexander also discussed website accessibility, First Amendment rights, and the use of artificial intelligence (AI). In response to a request from Mayor Flint, she agreed to prepare a reference outline of dos and don’ts for the City Council.

6. Presentation from Streamline Operations regarding City Website

Council Member Huish, seconded by Council Member Cardenaz, made a motion to move this agenda item to later in the evening. The motion passed by unanimous vote.

7. Discuss Future Agenda Items

There was no discussion.

8. Close Workshop Meeting

BUSINESS MEETING

1. Welcome and Determine Quorum

Mayor Flint called the business meeting to order and confirmed that a quorum was still present.

2. Unified Fire Authority Report

Chief Aldridge provided a recruitment update and reported that an additional ambulance would be deployed at both Station 116 and Station 107. Chief Aldridge also announced that UFA Fire Marshal Brad Larsen would retire, effective January 1, 2025.

3. Unified Police Department Report

Detective Smith reported on the call volume for November and encouraged residents to report any suspicious activity. In response to a question from Council Member Shelton, Detective Smith clarified that individuals soliciting door-to-door should carry identification to verify their identity. He also discussed crimes of opportunity and advised against storing gifts in vehicles. Chief April Morse announced that the UPD "Shop with the Shield" event was scheduled for December 14, 2024.

4. Public Comments

Tracy Miller, newly elected member of the House of Representatives for District 45, which includes the south side of White City, encouraged residents to contact her with their comments and concerns.

Presentation from Streamline Operations regarding City Website (postponed from earlier in the evening)

Daelon Arriola and Thomas Bragg, representing Streamline and participating remotely, provided an overview of the services and features offered by Streamline, including survey capabilities, and described the onboarding process for their platform.

Mayor Flint inquired about how Municode, the online code host used by White City, would integrate with the new website. Rori Andreason, Administrator, explained that staff would coordinate with Michael Duncan at MSD to establish a link between Municode and the website.

In response to a question from Council Member Shelton, Mr. Bragg stated that the Streamline platform was developed in-house from the ground up. Council Member Shelton

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also asked about the platform's security and potential vulnerabilities. Mr. Bragg highlighted his background in cybersecurity and emphasized that Streamline prioritizes security, including conducting thorough third-party security audits.

5. Action Items

5.1 Approval of August 1, 2024 Minutes

Council Member Huish, seconded by Council Member Price, moved to approve the August 1, 2024 minutes. The motion passed by unanimous vote.

5.2 Resolution No. 2024-12-01 approving the Streamline Operations Subscription Agreement for White City Website Design and Maintenance

Ms. Andreason reported the City received two bids for website design services. She said staff recommended proceeding with Streamline, for a one-time startup cost of $1,500 and an $800 per month fee.

Council Member Cardenaz, seconded by Council Member Huish, moved to approve Resolution No. 2024-12-01, correcting the billing start-date to 2025. The motion passed by unanimous vote.

5.3 Ordinance No. 2024-O-06 amending Chapter 2.56 of the White City Municipal Code Regarding Community Councils

Council Member Huish pointed out ‘vice chair’ needed to be added to Section 2-56-060 to reflect four officers. Council Member Huish suggested language should be changed to reflect that City Council members could serve on more than one subcommittee. Mr. Ashton pointed out the City now operated on a fiscal year, and the Community Council still operated on a calendar year. The Council and staff discussed event funding and budgets. Mr. Ashton suggested changing the due date for the annual report and budget request from the Community Council to January 31. Mayor Flint emphasized that the annual insurance payment deadline was May 1.

The following changes were summarized: add a vice chair; change date to submit annual report and budget request to January 31; and under 080b, change to “members of the City Council may serve on subcommittees; however, members of the City Council may not serve on the Community Council.”

Council Member Huish, seconded by Council Member Price, moved to approve Ordinance No. 2024-O-06 with changes discussed. The motion passed by unanimous vote.

Brent Potter, White City Community Council Vice Chair, asked for clarification regarding an annual report, and Mayor Flint clarified that the Community Council would present a report to the City Council.

6. Discussion Items

6.1 Discussion and Possible Action Regarding Title 12 of the White City Municipal Code Regarding Code Enforcement and Community Preservation

Mr. Ashton said staff recommended moving away from existing Code enforcement and toward relying on the Justice Court and criminal prosecution to enforce Code. He said proposed amendments to Title 12 would create an administrative law process. Mayor Flint said proposed amendments should be provided to the Chief for review, and added that any agency that would be involved in enforcement should be involved in the drafting process. Mr. Ashton expressed a desire for Title 12 amendments to be ready for adoption by the February 2025 Council meeting.

Council Member Huish, seconded by Council Member Price, made a motion to table Title 12 and send it back to administrative staff for input, to be brought back no later than the February Council meeting. The motion passed by unanimous vote.

6.2 Discussion and possible action regarding Title 8 of the White City Municipal Code regarding Animals

Council Member Huish, seconded by Council Member Cardenaz, made a motion to table Title 8 and send it back to administrative staff for input, to be brought back no later than the February Council meeting. The motion passed by unanimous vote.

7. Administrator Report

There was nothing to report.

8. Council Reports

8.1 Greater Salt Lake Municipal Services District (MSD)/Council of Governments

Mayor Flint reported 2025 meeting dates for the MSD were voted on and approved. No report was made for the Council of Governments.

8.2 Unified Fire Authority/Unified Fire Service Area

No report was given.

8.3 Mosquito Abatement/Salt Lake County Animal Control

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Council Member Huish stated that Chief Aldridge had already covered all the items he had planned to report earlier in the meeting.

Council Member Price reported that the Mosquito Abatement District had applied for grant funding to hire two additional interns. Council Member Price also announced that the mobile Salt Lake County Animal Control spay, and neuter clinic would be available at Bear Park.

8.4 Unified Police Department/Salt Lake Valley Law Enforcement Service Area

Council Member Cardenaz provided an update on UPD's recruitment efforts.

8.5 Wasatch Front Waste & Recycling District

Council Member Shelton reported the vote for the proposed WFWRD rate increase was set for December 16, 2024.

9. Closed Sessions if Needed as Allowed Under Utah Code Ann. §52-4-205

No closed session was held.

10. Adjournment

Council Member Shelton, seconded by Council Member Price, motioned to adjourn. The motion passed unanimously.

Mayor Flint declared the meeting to be adjourned at 8:05 pm.

Approved by the City Council the 6th day of February 2025:

_____

Paulina Flint, Mayor

ATTEST:

_____

City Recorder

DRAFT

WHITE CITY
COUNCIL MEETING

January 2, 2025, 6:00 PM
WHITE CITY WATER IMPROVEMENT DISTRICT
999 E GALENA DRIVE, WHITE CITY, UTAH 84094

WHITE CITY COUNCIL MEETING MINUTES

Council Members Present:
Paulina Flint, Mayor
Linda Price
Greg Shelton
Tyler Huish

Council Members Excused:
Phillip Cardenaz

Staff Present:
Paul Ashton, Legal Counsel
Rori Andreason, Administrator
Nicole Smedley, Recorder
Dan Torres, Economic Development Manger
Daniel Hoffman, Senior Accountant
Chad Anderson, Engineer

Others Present:
Chief Aldridge, Unified Fire Authority
Chief McConaghie, Sandy City Fire
April Morse, UPD Precinct Chief
Josh Smith, UPD Detective

6:00 PM – Workshop

1. Discussion/Clarification of Agenda Items

Council Member Price, seconded by Council Member Shelton, motioned to move public comment to after the Workshop Agenda Item 3. The motion passed unanimously.

2. Update and Discussion on Detached Accessory Dwelling Units

Council Member Price reported that the availability date for the accessory dwelling unit (ADU) survey had been extended to January 15, 2025. She stated that 268 online surveys had been received to date and noted that a report would be presented in February.

3. Update and Discussion on Community Civic Center

Paul Ashton, Legal Counsel and White City Water Improvement District General Manager, said the Civic Center Committee had met and put out an RFP to architectural firms to investigate needs for a new civic center. Mr. Ashton said there was not a great rush, but it was important to keep moving forward because use of the Water Improvement District building was subject to a lease agreement that would expire June of 2025, unless renewed.

Mr. Ashton explained that the lease agreement addressed the Water Improvement District's concern about avoiding public confusion regarding its relationship with the city. He emphasized that the City and the Water Improvement District were separate, independent entities. The Water Improvement District provided water service to residents of White City, Sandy City, and unincorporated areas of the county. The lease agreement included a provision allowing termination if evidence of public confusion arose. Mr. Ashton noted that recent Facebook posts suggested some public misunderstanding.

Mr. Ashton explained that the needs and requirements of a city differ from those of a township. He stated that with White City's transition from a township to a city, he stressed the importance of evaluating these needs and requirements. He clarified that no architectural firm had been selected yet and assured the public that they would be kept informed throughout the process.

4. Public Comment

Liz Rennie, 9585 South Poppy Lane, thanked the Council for their work. Ms. Rennie said a petition had been signed by 900 people not wanting a civic building at Big Bear Park. She said there were other options and read the petition letter aloud.

Jeanne Rowell, 9851 Sego Lily Drive, said she grew up playing in Big Bear Park. Ms. Rowell said she found the idea of a civic center in Big Bear Park concerning and noted that transparency was important. She said she believed there was space at Big Bear Park for a civic center and open space and suggested if the civic center could be used appropriately such as for education and classes, additional income could be generated. Ms. Rowell said she was not opposed, and said it was her opinion that much of the space at Big Bear Park was often underutilized.

Chris McDonald (via Zoom), 861 East Onyx Lane, asked if a study had been completed, and was told the process had just been started. Mr. McDonald said he was not necessarily opposed to a civic center but wanted more information about what would be involved. He said he would not want to see the entire park turned into a parking lot.

Claire Dawson, 9573 South Poppy Lane, said her backyard looked out on the park. Ms. Dawson said she felt strongly that Big Bear Park should continue to be utilized as recreational space, and said she started the online petition. Ms. Dawson read aloud comments from other residents on the online forum. She expressed a desire for more communication from the Council and asked about the current agreement between the city and the Water Improvement District.

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At the Mayor's request, Mr. Ashton spoke of the current agreement. He referred to an 8-year litigation process with Sandy City regarding water rights. He stated that when the White City Metro Township was created, a meeting place was needed. He reiterated that the White City Water Improvement District did not want to be confused with White City, and said White City paid $100 per meeting to use the Water Improvement District building. He noted that the space could not be used by the city for administrative tasks. Mr. Ashton emphasized that the Water District wanted to help White City, but did not want the Water District building to be mistaken for a White City building.

Claire Dawson said she was not aware of any location options other than Big Bear Park under consideration, and said she felt strongly as a resident about finding an alternative location. Ms. Dawson asked if Mayor Flint would be willing to reconsider.

Mayor Flint said it was not her decision to make. Mayor Flint commented that White City was unique, and did not assess fees like other cities. She said White City was part of the Greater Salt Lake Municipal Services District (MSD) to receive certain municipal services. She spoke of funding, and allies that had assisted the community with needs, and emphasized that the bidding process had to include options that fit within parameters of the law. Mayor Flint said no one was there with a goal to do harm to the park, and said public notice and public hearings would be part of the process.

Sam Taylor, 9711 Jade Drive, expressed the opinion that the park should remain a park. He said he was not opposed to a city office, but had concerns about the proposed size, the footprint, and the overall cost. Mr. Taylor said he wanted to know more about project funding for both construction and maintenance in perpetuity. He suggested building a city facility on the same property as the existing Water Improvement District building and sharing a parking lot.

Nichole Thompson, 912 Larkspur Drive, stated she was opposed to a civic center. She said it felt to her like the Council had gone behind the residents' backs and suggested using the existing Unified Police Department (UPD) location for a permanent City address.

Jean Denning, 9710 South Amber Lane, said she had visited Big Bear Park her whole life, sometimes four times per day recently with grandchildren. She said the park was busy and very well utilized. Ms. Denning said her father built the bear in the park, and said she would like the bear in her yard because of the family connection if the park were demolished.

Mayor Flint commented that whatever happened would bring amenity and enhancement to the park.

Doug Denning, 9710 South Amber Lane, asked if revenue would be generated by putting a civic center at the park. Mayor Flint talked about matching grants, grant opportunities, project planning, and benefits of sharing services through MSD. Mr. Denning said he wanted to make sure the city had money in the bank for any planned project.

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Council Member Huish commented that the Council already voted to rezone the park as open space, but the County website did not yet reflect the change.

5. Discuss the Comprehensive Emergency Management Plan

Brian Buckhout, Emergency Management Municipal Planner for MSD, said the Comprehensive Emergency Management Plan (CEMP) recently adopted by MSD incorporated all aspects of emergency management, including mitigation and recovery functions. Mr. Buckhout said the CEMP was a base plan that allowed for addition of hazard annexes with jurisdictional information as needed. He encouraged White City adoption of the CEMP.

6. Discuss Future Agenda Items

Council Member Huish said he would like to see an assessment of civic center needs next month, and a new RFP for a civic center with a priority to first consider locations other than Big Bear Park, and a priority to plan for minimum size to meet needs.

BUSINESS MEETING

1. Welcome and Determine Quorum

Mayor Flint stated a quorum was present allowing the meeting to proceed. Council Member Cardenaz was excused.

2. Financial Report

Dave Sanderson, Financial Manager, presented a financial report dated November 30, 2024. Mr. Sanderson said budget information for the next year would be included in the Council packet in February. He noted that the next fiscal year would begin July 1, 2025, and continue through June 30, 2026. Mr. Sanderson answered questions from the Council. Mayor Flint said an insurance payment she had expected to see was not included in the report and asked him to investigate the insurance accounting.

Council Member Shelton, seconded by Council Member Huish, moved to accept the financial report. The motion passed by unanimous vote.

3. Unified Fire Authority Report

Unified Fire Authority (UFA) Battalion Chief Ken Aldridge gave a Recruit Camp update, reported a CPR class was available for registration on the website, and said UFA was working on budget proposals.

3.1 Sandy Fire Quarterly Report

Sandy Fire Chief Ryan McConaghie reported the number of fire and medical incidents in December 2024, and reported two new engines were in operation and two

new ambulances were anticipated. He said five new recruits would start in January 2025. Chief McConaghie said a new fire station was projected to be completed in October 2025.

4. Unified Police Department Report

Detective Josh Smith reported the Police Department responded to 28 calls that resulted in reports in December 2024. Detective Smith said they were working with the School Resource Officer at Diamond High School to address students leaving campus.

Mr. Ashton referred to a public comment made earlier in the meeting regarding potential City use of the UPD building and asked about utilization of the UPD building. Deputy Chief April Morse said the UPD facility was utilized. She reported the Department had been on a mandatory overtime that ended December 31, 2024, and reported that K-9 Dog Odin had passed patrol certification and would soon complete street certification. Responding to a question from Mayor Flint regarding donation of items left in lost-and-found at schools, Deputy Chief Morse said the Midvale Family Shelter was always in need of gently used clothing.

5. Public Comments

Public comments were received following Workshop Agenda Item 3.

6. Action Items

6.1 Presentation of Audited FY24 Financial Statements

Daniel Hoffman, Senior Accountant with MSD, presented audited financial statements for MSD for the six-month period ending June 30, 2024, highlighting growth and responsible money management. He pointed out the data was for six months rather than 12 months as the MSD operated on a calendar budget year rather than a fiscal budget year. He said he could prepare an unaudited 12-month report for the Council for comparative purposes if desired.

Mayor Flint turned over a White City rebate check from Dominion Energy in the amount of $4,883.41 to Mr. Hoffman. The check was sent to her home address. Mr. Hoffman presented audited financial statements for White City for the six-month period ending June 30, 2024, and reported a 13.5% increase in net position.

6.2 Resolution No. 2025-01-01 adopting the Greater Salt Lake Municipal Services District Comprehensive Emergency Management Plan (CEMP)

Council Member Huish, seconded by Council Member Shelton, motioned to adopt Resolution No. 2025-01-01 adopting the Greater Salt Lake Municipal Services District CEMP. The motion passed by unanimous vote.

DRAFT

6.3 Resolution No. 2025-01-02 approving and authorizing execution of the Fourth Amendment to the Master Interlocal Agreement among the MSD, Salt Lake County, Town of Copperton, Emigration Canyon, City of Kearns, Magna City, and White City for Municipal, Administrative, and Operational Services

Paul Ashton explained the need for a fourth amendment to the Master Interlocal Agreement between MSD, Salt Lake County, and member municipalities.

Council Member Price, seconded by Council Member Shelton, motioned to approve Resolution No. 2025-01-02 approving the Fourth Amendment to the Master Interlocal Agreement among the MSD, Salt Lake County, Town of Copperton, Emigration Canyon, City of Kearns, Magna City, and White City for municipal, administrative, and operational services. The motion passed by unanimous vote.

6.4 Ordinance No. 2025-O-01 amending Title 12 of the White City Municipal Code regarding Code Enforcement and Community Preservation

Mr. Ashton explained proposed amendments to Title 12 regarding Code Enforcement and Community Preservation, and said he believed the amendments would provide a more user-friendly approach.

Council Member Huish, seconded by Council Member Shelton, motioned to approve Ordinance No. 2025-O-01 amending Title 12 of the White City Municipal Code regarding Code Enforcement and Community Preservation. The motion passed by unanimous vote.

7. Discussion Items

7.1 Discussion regarding Amendments to Title 8 of the White City Municipal Code regarding Animals

Mr. Ashton asked the Council to review proposed amendments to Title 8 and provide comments and feedback via email for compilation and discussion at a future meeting.

8. Council Reports

8.1 Greater Salt Lake Municipal Services District/Council of Governments

Mayor Flint reported the MSD would move into a new building in February 2025.

8.2 Unified Fire Authority/Unified Fire Service Area

Council Member Huish reported on a UFSA open house regarding a proposed tax increase. He stated that the increase ultimately passed and would be approximately $90 per year for an average household.

8.3 Mosquito Abatement/Salt Lake County Animal Control

Council Member Price provided an update regarding Mosquito Abatement, and reported Salt Lake County Animal Control would hold a free mobile clinic for pet spaying/neutering at Big Bear Park.

8.4 Unified Police Department/SLVLESA

Mr. Ashton reported a tax increase for Unified Police Department was approved following a public hearing.

8.5 Wasatch Front Waste & Recycling District

Council Member Shelton said he was nominated to serve as Chair of the Wasatch Front Waste & Recycling District Board.

9. Closed Sessions if Needed as Allowed Under Utah Code Ann. §52-4-205

No closed session was needed.

10. Adjourn

Council Member Shelton, seconded by Council Member Price, motioned to adjourn. The motion passed unanimously.

Mayor Flint declared the meeting to be adjourned at 8:05 pm.

Approved by the City Council the 6th day of February 2025:

_____

Paulina Flint, Mayor

ATTEST:

_____

City Recorder

DRAFT

WHITE CITY, UTAH

RESOLUTION NO. 2025-02-01

A RESOLUTION APPOINTING CHRISTY SEIGER WEBSTER A PLANNING COMMISSION MEMBER FOR WHITE CITY FOR A THREE-YEAR TERM ENDING FEBRUARY 2027

WHEREAS, White City is a Municipality pursuant to Utah Code § 10-1-201.5, *and*

WHEREAS, White City is a five-member elected Council, which Council elects from its members a Mayor, and

WHEREAS, Pursuant to Ordinance No 17-06-02, Planning Commission Members are appointed by the City Council to serve three-year terms, and

WHEREAS, the White City Council desires to appoint Christy Seiger Webster to serve as a Planning Commission member for White City,

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

SECTION 1. The White City Council hereby appoints Christy Seiger Webster to serve as a White City Planning Commission member with a term ending February 28, 2027.

SECTION 2. This Resolution shall become effective immediately upon passage thereof.

APPROVED AND ADOPTED this 6th day of February, 2025 by the White City Council, White City, Utah.

BY: _____
PAULINA F. FLINT, MAYOR

ATTEST

_____
DIANA BAUN
CLERK/RECORDER

APPROVED AS TO FORM:

_____
PAUL H. ASHTON
CITY ATTORNEY

VOTE BY COUNCIL:	AYE	NAY
MAYOR PAULINA FLINT	_____	_____
GREG SHELTON	_____	_____
PHLLIP CARDENAZ	_____	_____
TYLER HUISH	_____	_____
LINDA PRICE	_____	_____

WHITE CITY, UTAH

RESOLUTION NO. 2025-02-02

A RESOLUTION CONFIRMING THE APPOINTMENT OF CHRISTY SEIGER WEBSTER AS A MEMBER OF THE ACCESSORY DWELLING UNIT (ADU) COMMITTEE

WHEREAS, White City is a municipality in accordance with Utah Code § 10-1-201.5; and

WHEREAS, the White City Council has determined that it is in the best interest of the residents of White City to explore the potential benefits and drawbacks of permitting Detached Accessory Dwelling Units (DADUs) within the municipality; and

WHEREAS, the White City Council seeks to confirm the appointment of Christy Seiger Webster as a member of the established DADU Committee to serve until such time as the committee is no longer deemed necessary;

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

SECTION 1. The White City Council hereby appoints Christy Seiger Webster as a Member of the White City DADU Committee to serve until the committee is dissolved.

SECTION 2. This Resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED this 6th day of February, 2025 by the White City Council, White City, Utah.

BY: _____

PAULINA F. FLINT, MAYOR

ATTEST

_____

DIANA BAUN
CLERK/RECORDER

APPROVED AS TO FORM:

_____

PAUL H. ASHTON
CITY ATTORNEY

VOTE BY COUNCIL:	AYE	NAY
MAYOR PAULINA FLINT	_____	_____
GREG SHELTON	_____	_____
PHLLIP CARDENAZ	_____	_____
TYLER HUISH	_____	_____
LINDA PRICE	_____	_____

White City, Utah

RESOLUTION NO.: 2025-02-03

A RESOLUTION OF THE WHITE CITY COUNCIL APPROVING AN AMENDED CONTRACT BETWEEN WHITE CITY AND POSITIVE IMPACT CONSULTING LLC (RORI L. ANDREASON) FOR MUNICIPAL ADMINISTRATOR AND RECORDER SERVICES

WHEREAS, White City is a municipality in accordance with Utah Code §§ 10-1-201.5; and

WHEREAS, the White City Council desires to enter into an amended contact with Positive Impact Consulting LLC (Rori L. Andreason) to provide Municipal Administrator and Recorder services; and

WHEREAS, the attached agreement was negotiated between Positive Impact Consulting LLC and White City to fulfill White City's needs for an Administrator/Recorder;

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

SECTION 1. The White City Council hereby approves the attached amended contract for Municipal and Recorder Services from Positive Impact Consulting, LLC (Rori L. Andreason) marked as Attachment "A" to this resolution, for the benefit of White City, and authorizes the Mayor to sign the same.

SECTION 2. This Resolution shall take effect immediately upon its passage unless an earlier effective date is set forth in the contract, in which case the earlier date will apply.

APPROVED AND ADOPTED this 6th day of February, 2025 by the White City Council, White City, Utah.

BY _____
PAULINA F. FLINT, MAYOR

ATTEST

_____
DIANA BAUN
CLERK/RECORDER

APPROVED AS TO FORM:

_____
PAUL H. ASHTON
ATTORNEY

VOTE BY COUNCIL:	AYE	NAY
MAYOR PAULINA FLINT	_____	_____
PHILLIP CARDENAZ	_____	_____
GREG SHELTON	_____	_____
TYLER HUISH	_____	_____
LINDA PRICE	_____	_____

ATTACHMENT “A”

AGREEMENT BETWEEN WHITE CITY
And
RORI L. ANDREASON, POSITIVE IMPACT CONSULTING LLC

THIS AGREEMENT (the "Agreement") is made and entered into as of the last date set forth on the signature page(s), whether signed in counterparts or otherwise, with an effective date of February 6, 2025, by and between White City, a political subdivision of the State of Utah (the "City"), and Rori L. Andreason, Positive Impact Consulting LLC, located at 3933 West Donalbain Street, South Jordan, UT 84009 (the "Company"). The City and Company are sometimes referred to herein as the Parties.

NOW, THEREFORE, in exchange for valuable consideration, including without limitations, the mutual covenants, agreements and representations contained in this Agreement, the receipt of which is acknowledged, City and Company, with the intent to be legally bound, covenant and agree as follows:

1. SERVICES.

Under the direction of the Mayor and White City Council, and with the assistance of the City's legal counsel and other service providers, the Company will undertake and perform the administrative and legislative work needed on behalf of the City to fulfill the City's governance requirements, as more fully set forth in Attachment "A" attached hereto.

2. CONSIDERATION.
   A. Monthly Rate. The City agrees to pay the Company for the services described herein at the following rate: -- $7,000.00 per month.

   B. Costs. All reasonable costs for copying, travel, research and other necessary items will be billed at the usual rate. Mileage reimbursement will be paid for use of Company's vehicle, at no more than the accepted rate set by the IRS, for travel reasonably required for their work on behalf of the City. The Company's Representative will consult the City Mayor prior to incurring any extraordinary costs in their performance under this Agreement. If performance under this Agreement requires Company to incur extraordinary costs, the parties will agree to the amount of those costs prior to their incurring the costs.

   C. Billing. The Company agrees to submit monthly a billing statement of all time spent on behalf of the City and costs incurred under this Agreement. The monthly billing will

detail the date and nature of the services rendered. The City will pay the billing statement upon receipt of the statement from the Company.

D. Annual Budget Limitation. For the purposes of City budgeting and fiscal control, the Company agrees that its billable services and costs shall not exceed $84,000 per calendar year. If, as a result of additional work needed, it becomes clear the budget threshold shall be exceeded, the Company shall notify the City of the situation and shall not perform such work until the situation is resolved. At the time of the notification the City may budget, or make available through budget transfers, additional funds for this Agreement, terminate the Agreement as provided below, or take such other action, as it deems appropriate.

3. TERM.

This Agreement shall have a term of five (5) years, unless otherwise terminated as set forth below, with an option to renew for an additional two years upon written agreement of both the City and Company.

4. INDEPENDENT CONTRACTOR, TAXES OTHER WORK.

The relationship of the City and Company under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local law, including but not limited to those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the City and Company of employer and employee, partner or joint ventures. The parties agree that Company's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties, including the MSD or County, unless otherwise agreed to by the parties.

The Company may be retained to represent other Cities, or other governmental entities. To the extent work performed mutually benefits all such entities the cost for services will be determined in the sole discretion of the Company. Although the Company does not see any direct conflicts in its work for different entities, any conflicts that might exist, either in the present or future, are hereby waived by the City unless notice to the contrary is given in writing to the Company, in which event the Company will defer to legal counsel and recuse on the issue under conflict until it is resolved or waived.

5. INDEMNIFICATION.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

6. GOVERNMENTAL IMMUNITY AND INSURANCE.

The City is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah ("Act"), Utah Code Ann.§§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that the City shall only be liable within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. To the extent allowed by law or contract, the City will cover the Company for all work product created and work duties performed on behalf of, and under the direction of the City under the Act or general liability insurance policies.

7. NON-FUNDING CLAUSE.

The City shall pay for the services provided by the Company under this Agreement, starting on the effective date of the Agreement. This Agreement shall create no obligation on the City as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the Company, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If the City does not appropriate funds for a succeeding fiscal year to fund performance under this Agreement, the City shall promptly notify Company of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

8. AGENCY.

No agent, employee or servant of the Company or City is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The Company and City shall each be

solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Company and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that the Company is an independent contractor.

9. NO OFFICER OR EMPLOYEE INTEREST.

It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the Company or any member of their family shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Company's operations, or authorizes funding or payments to the Company.

10. ETHICAL STANDARDS.

The Company represents that it has not: (a) provided an illegal gift or payoff to any City, officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or City adopted Ethics Code Chapter 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City ordinances.

11. CAMPAIGN CONTRIBUTIONS.

The City adopted campaign finance disclosure ordinance limits campaign contributions by contractors to City candidates. The Company acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the City is prohibited from making campaigning contributions in excess of $100.00 to City candidates during the term of the contract and during a single election cycle as defined in the ordinance. The Company further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

12. PUBLIC FUNDS AND PUBLIC MONIES.

Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the Company's possession. The Company, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that he is obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to the City. The Company understands that he may be criminally liable for misuse of public funds or monies. The Company expressly understands that the City may monitor the expenditure of public funds by the Company. The Company expressly understands that the City may withhold funds or require repayment of funds from the Company for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

13. TERMINATION.

A. Termination for Default. The City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Company.

B. Termination by Company for Default. The Company may terminate this Agreement for an Event of Default upon written notice from Attorney to City.

C. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party filling to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

D. Force Majeure. Neither party shall be liable for a failure to perform any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Company or City

shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

E. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

F. Termination for Convenience. The City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever the City determines, in its sole discretion, that it is in the City's interest to do so. If the City elects to exercise this right, the City shall provide written notice to the Company at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Company shall be paid for all services up to the date of termination. Company agrees that the City's termination for convenience will not be deemed a termination for default, nor will it entitle Company to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

14. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Company of applicable law, rule or regulation, shall constitute an event of default under this Agreement and Company shall be liable for and hold the City harmless and defend the City from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City as a result of the violation.

15. NON-DISCRIMINATION.

Company, and all persons acting on its behalf, agree that they shall comply with all federal, state and County laws, rules ordinance and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person, or any other person qualified to perform the services required under this Agreement.

16. LABOR REGULATIONS AND REQUIREMENTS.

The Company agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. The Company shall indemnify and hold the City

harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by the Company, its agents or employees.

17. CONFIDENTIALITY.

Company shall hold all information provided to it by City for the purposes of performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for its representation of the City under this Agreement, and shall not release any of said information to any third party, who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of City.

18. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT.

Company acknowledges that City is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 630-2-101, et seq. As a result, City is required to disclose certain information and materials to the public, upon request. The Company agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the Mayor of the City with notice also being provided to legal counsel for the township, if any.

19. INTERPRETATION.

City and Company agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. ASSIGNMENT.

Company shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of City.

21. SUBCONTRACTING.

Company agrees that it shall not subcontract to provide any of the services under this, Agreement or execute performance of its obligations under this Agreement without prior expressed and written consent of City.

22. NOTICES.

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon

personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

White City: Paulina F. Flint, Mayor
10467 S Carnation Dr White City, UT 84094

Company: Rori L. Andreason
Positive Impact Consulting, LLC
3933 West Donalbain Street South Jordan, UT 84009

23. TIME.

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required may be a default of this Agreement and be a cause for termination of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

24. ENTIRE AGREEMENT.

City and Company acknowledge and agree that this Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement, and any prior agreements, representations or understandings by and between the parties from the effective date of this Agreement shall be null and void. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

25. GOVERNING LAW.

It is understood and agreed by the Parties hereto that the laws of the State of Utah and the Ordinances of City, both as to interpretation and performance, shall govern this Agreement. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

26. DISPUTES.

Disputes. Any controversy, claim or dispute in the course and scope of this Agreement or its breach, termination, enforcement, interpretation or validity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salt Lake City, Utah, before a sole arbitrator. "Disputes" shall include, without limitation, those involving fees, costs,

billing, claims of negligence, and breach of ethical or fiduciary duties. The American Arbitration Association (AAA) shall administer the arbitration pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes. The arbitration proceedings and records will be confidential and closed to the public. The arbitrator must be a member in good standing of the Utah State Bar. The arbitrator shall, in the Award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney's fees of the prevailing party, against the party who did not prevail. Judgment on the Award may be entered in any court having jurisdiction.

27. COUNTERPARTS.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or scanned e-mail shall be deemed an original signed copy of this Agreement.

AGREED TO BY THE WHITE CITY COUNCIL ON THIS 6th DAY OF FEBRUARY, 2025

_____
Paulina Flint, Mayor

ATTEST:

APPROVED BY:

_____
Diana Baun, Clerk/Recorder

_____
Paul Ashton, Attorney

_____
Rori L. Andreason
Positive Impact Consulting, LLC.

_____
Date

SCOPE OF WORK – CITY ADMINISTRATOR

GENERAL OVERVIEW

Under the direction of the Mayor, shall provide City Administrator support to promote efficient and effective work for the Council and City. Shall interface on behalf of the Mayor and Council with the providers of municipal-type services to White City and offer guidance and communicate administrative standards as it applies to the delivery of those services. Under the direction of the Mayor, may work collaboratively with federal, state, county, other agencies and community organizations for the mutual benefit of the City.

EXAMPLES OF DUTIES AND RESPONSIBILITIES

The following are duties that may be performed under the contract:

- Advises the Council on a variety of the City issues and assists in developing policies to address identified issues as directed by the Mayor and Council.
- Coordinates with legal staff to perform paralegal work and provide administrative recommendation to ordinance and resolutions deemed necessary and appropriate for the best interest of the City.
- Develop, plan and communicate Council-approved City goals and objectives to the municipal service providers and the public.
- Under the direction of the Mayor, represents the interest of the City before federal, state, county, other governmental agencies and community organizations.
- Provides administrative guidance and communicates expected community standards of service to the municipal service providers performing work for benefit of the City.
- Coordinates with Council fiscal staff, MSD fiscal staff, and Mayor to develop the City's Annual Budget and provides guidance to the Council as to the administration of the City Budget.
- Performs special projects for the Council on an "as-requested" basis.
- Under the direction of the Mayor, may prepare agendas and coordinate ordinances and business items for consideration by the Council.
- If appointed by the Council, may act as a Hearing Officer for certain matters.
- Assists the Chair during public meetings as the parliamentarian to the Council.
- Attend all regular and special meetings of the Council as required.
- Attend other agencies meetings as needed (ULCT, ULGT, SLCO Emergency Management)
- Create and maintain City Website and social media working with MSD Communications Manager.
- Act as White City's Emergency Manager working with the UFA Emergency Planner.

SCOPE OF WORK FOR CITY RECORDER

GENERAL OVERVIEW:

The City Recorder is a statutory position responsible for performing duties as outlined in the Utah Code. This individual serves as the custodian of official city records, ensures compliance with applicable state laws, and facilitates the transparency and accountability of municipal government operations.

Essential Duties and Responsibilities

1. Record Management and Custody

- Serve as the custodian of all official records, documents, and papers belonging to the city in accordance with Utah Code § 10-3-916.
- Maintain and archive resolutions, ordinances, contracts, meeting minutes, and other official city records in compliance with the Government Records Access and Management Act (GRAMA).
- Ensure proper retention and destruction of records per the Utah State Archives retention schedules.

2. Meeting Administration

- Prepare and post meeting agendas, notices, and minutes in compliance with the Utah Open and Public Meetings Act (Utah Code § 52-4-202).
- Record and preserve the minutes of city council meetings, public hearings, and other official proceedings as required by law.
- Certify and publish ordinances and resolutions passed by the city council.

3. Elections Administration

- Oversee and coordinate municipal elections in compliance with Utah Code Title 20A, ensuring adherence to all applicable election laws.
- Act as the filing officer for candidate declarations and financial disclosure statements.
- Provide notice of elections and canvass results as required by law.

4. Licensing and Compliance

- Process and maintain records of business licenses and other permits issued by the city.
- Certify and execute documents on behalf of the city, including legal notices, contracts, and agreements.
- Act as the point of contact for public requests for records under GRAMA and ensure timely and accurate responses.

5. Financial Administration

- Administer the oath of office to elected and appointed officials, as outlined in Utah Code § 10-3-826.
- Oversee public noticing requirements for budgets, audits, and other financial matters in collaboration with city finance officers.

6. General Administrative Support

- Ensure compliance with applicable laws and regulations governing municipal recordkeeping and public transparency.
- Serve as a liaison between the city council, mayor, and the public regarding records and information access.
- Assist with other administrative duties as assigned by the city council or mayor.

Applicable Utah Code References

- Utah Code § 10-3-916: Duties of the City Recorder.
- Utah Code Title 20A: Election Code.
- Utah Code § 52-4-202: Open and Public Meetings Act.
- Utah Code § 63G-2-101 et seq.: Government Records Access and Management Act (GRAMA).
- Utah Code § 10-3-826: Oaths of Office.

White City, Utah

RESOLUTION NO.: 2025-02-04

A RESOLUTION OF THE WHITE CITY COUNCIL APPROVING A CONTRACT BETWEEN WHITE CITY AND ASHTREE LEGAL SERVICES, LC d/b/a PAUL ASHTON ESQ. FOR LEGAL SERVICES

WHEREAS, White City is a municipality in accordance with Utah Code §§ 10-1-201.5; and

WHEREAS, the White City Council desires to enter into a contract with Ashtree Legal Services, LC d/b/a Paul Ashton Esq. for Legal services; and

WHEREAS, the attached agreement was negotiated between Ashtree Legal Services, LC and White City to fulfill White City's needs for Legal services;

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

SECTION 1. The White City Council hereby approves the attached contract for Legal services from Ashtree Legal Services, LC d/b/a/ Paul Ashton Esq. marked as Attachment "A" to this resolution, for the benefit of White City, and authorizes the Mayor to sign the same.

SECTION 2. This Resolution shall take effect immediately upon its passage. unless an earlier effective date is set forth in the contract, in which case the earlier date will apply.

APPROVED AND ADOPTED this 6th day of February, 2025 by the White City Council, White City, Utah.

BY _____
PAULINA F. FLINT, MAYOR

ATTEST

_____
DIANA BAUN
CLERK/RECORDER

APPROVED AS TO FORM:

_____
PAUL H. ASHTON
ATTORNEY

VOTE BY COUNCIL:	AYE	NAY
MAYOR PAULINA FLINT	_____	_____
PHILLIP CARDENAZ	_____	_____
GREG SHELTON	_____	_____
TYLER HUISH	_____	_____
LINDA PRICE	_____	_____

ATTACHMENT “A”

ASHTREE LEGAL SERVICES LC

ATTORNEYS AND COUNSELORS AT LAW
A Limited Liability Company

1237 E Lorraine Drive
Salt Lake City, Utah 84106
(801) 558-8043
e-mail phashton@xmission.com

Paul H. Ashton, Esq.

February 1, 2025

Via e-mail: pbflint@yahoo.com
Original via Hand-Delivery

White City
Attn: Mayor Paulina Flint
10467 Carnation Drive
Sandy, UT 84094

Re: Professional Legal Services and Fee Agreement

Dear Mayor and White City Council:

This letter will confirm the continuing relationship between White City, a Utah municipality, (the "City") and Ashtree Legal Services P.C (the "Firm") with regard to legal services provided to the City including, but not limited to lobbying services before the Utah State Legislature and other governmental entities. In that regard, the Firm, through Paul H Ashton a licensed member of the Utah State Bar, has acted as "City Attorney" for White City since its initial creation as a metro township in 2017 and fulfilled the legal responsibilities arising from that position. With the conversion of metro township into a City under H.B 35 in 2024, it is now appropriate to update the Professional Legal Services and Fee Agreement entered into in 2017.

I am pleased the City has requested the Firm to continue to provide legal services to White City. Those services will include continuing to act as "City Attorney" for the City. Further, I will be available on a daily basis to respond to legal questions from the Mayor or City Administrator. Members of the City Council may also me with regard to legal issues dealing with the City and their responsibilities as members of the City Council and committees thereof. (The Mayor, City Council, Administrator and Financial Officer are considered to be part of the "control group" whose communications are subject to attorney-client privilege.) In addition, I will be available to coordinate legal efforts on part of the City rendered by land use attorneys retained by the Greater Salt Lake Municipal Services District (the "MSD") or other attorneys retained by the City to deal with claims, lawsuits or other matters. I will attend meetings pertinent to the City including, but not limited to City Council meetings and, as required, meetings of special districts that provide services to the City such as UPD and SLVLESA. As instructed by the Mayor I will also work and coordinate efforts for the benefit of the City by the MSD. (Upper management of the MSD, acting as agents for the City shall also be deemed to be part of the "control group" for purposes of attorney-client communications.) Finally, I will continue to provide lobbying services on behalf of the City before the Utah State Legislature and other government entities.

The foregoing services, commencing February 1, 2025, will be provided on a fixed-fee basis of $6,000.00 per month, plus non-incidental costs that may be incurred by the firm for the direct benefit of the City. (The firm will pay for all incidental costs such as copying, local travel, computer, phone etc.) This amount will be paid monthly and the Firm will invoice the City at the beginning of the month following rendition of services. For example, in February 2025, the Firm will invoice for January 2025 work, and so forth. Additional legal work beyond that set forth in the preceding paragraphs, such as legal representation in litigation, shall be billed at a discounted rate of $200.00 per billable hour. The Firm will receive approval from the Mayor before undertaking any services subject to the hourly rate.

The Firm and City agree that this Agreement does not establish an employment relationship by and between the City and the Firm or its employees such as myself. The Firm and its employees are independent contractors. The Agreement does not create any third-party relationship with another entity. The Firm is solely responsible to pay all taxes and provide any benefits, if any, to its employee(s), including myself, and nothing contained herein shall be construed or used to restrict the me from receiving benefits that might arise from other employment or business relationship with entities other than the City or Firm, including, but not limited to, retirement benefits. Without limiting the foregoing, the Firm and/or myself may be retained by other clients and perform work for other governmental entities. The Firm does not see any direct conflict in its representation of these entities, but if any conflict should arise in the future, the scope and nature of such conflict shall be communicated to the City to determine if the conflict can be waived. If a waiver cannot be obtained the Firm retains the right to determine which client's interests it will continue to represent.

The Firm agrees to abide by all applicable federal, state and local laws in the conduct of its business and the performance of services required by the this Contract. The Firm further states that it will continue to comply with all requirements of Utah State Bar Rules of Professional Conduct and other applicable rules and statutes with regard ethics and confidentiality. The City will maintain all documents subject to the Utah Government Records Access Management Act, Utah Code Ann. §§ 630-2-101 et seq. The City, and those in the control group, as noted above, will maintain attorney-client communications to ensure attorney-client privilege is not waived.

Payment of money owed to the firm will be on a monthly basis, payable on or before thirty days from the date of invoice/ billing. If the City asks that the Firm retain individuals other than myself, those individuals will be billed out to the City for an agreed upon amount in minimum increments of one-tenth of an hour. In addition, the Township agrees to pay all fees, non-incidental costs and other out of pocket expenditures incurred by the firm in connection with City matters.

Amounts unpaid for legal services and costs for more than 30 days are subject to a service charge of 1½ %, compounded monthly, which the City agrees to pay. Further, failure to pay outstanding invoices within thirty days may, at the sole discretion of the Firm, result in the cessation of all work on the City's behalf by the Firm. The City hereby agrees that if it becomes necessary to take action to collect the account, either with or without suit, the City will pay all fees and costs incurred in such collection efforts including, a reasonable attorneys fees. Any questions about the billing should be promptly directed to my attention. Failure to bring any questions about the billing to the Firm's or my attention within thirty days of your receipt of the same shall be interpreted as agreement to the billing and a waiver of any claims arising therefrom.

Please note that the City's responsibility for the fees and costs incurred do not depend upon the outcome of any particular matter and the Firm cannot and does not guarantee any particular outcome. Disputes with regard to fees and costs shall, at the sole discretion of the firm, be referred to arbitration under the rules of the Utah Bar Association.

By signing below, the City agrees to the terms set forth herein and this letter shall constitute a binding contract. The Contract shall continue in full force and effect unless and until either party gives sixty (60) days written notice of its intent to terminate. Receipt of a termination notice by either party shall automatically terminate this Contract upon the expiration of the applicable notice period, unless both parties agree to reinstate the Contract.

Thank you for the opportunity to be of service to White City.

Very Truly Yours,
Ashtree Legal Services PC

by: Paul H. Ashton

ACCEPTANCE, ACKNOWLEDGMENT AND AGREEMENT OF CLIENT:

The services described in the above letter are in accordance with our request. I am the Mayor of White City. I have been authorized to sign this agreement by the White City Council. I have read the entire agreement and

understand its terms. The nature and scope of the services, charges and terms described in the letter are acceptable to the City and are hereby agreed to.

White City

Date: _____ by _____

Paulina Flint, Mayor

White City, Utah

RESOLUTION NO.: 2025-02-05

A RESOLUTION OF THE WHITE CITY COUNCIL APPROVING A CONTRACT BETWEEN WHITE CITY AND DS ACCOUNTING SERVICES, LLC (DAVE SANDERSON) FOR FINANCIAL SERVICES

WHEREAS, White City is a municipality in accordance with Utah Code §§ 10-1-201.5 ; and

WHEREAS, the White City Council desires to enter into a contract with DS Accounting Services, LLC (Dave Sanderson) for Financial services; and

WHEREAS, the attached agreement was negotiated between DS Accounting Services, LLC and White City to fulfill White City's needs for Financial services;

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

SECTION 1. The White City Council hereby approves the attached contract for Financial services from DS Accounting Services, LLC (Dave Sanderson) marked as Attachment "A" to this resolution, for the benefit of White City, and authorizes the Mayor to sign the same.

SECTION 2. This Resolution shall take effect immediately upon its passage unless an earlier effective date is set forth in the contract, in which case the earlier date will apply.

APPROVED AND ADOPTED this 6th day of February, 2025 by the White City Council, White City, Utah.

BY _____
PAULINA F. FLINT, MAYOR

ATTEST

_____
DIANA BAUN
CLERK/RECORDER

APPROVED AS TO FORM:

_____
PAUL H. ASHTON
ATTORNEY

VOTE BY COUNCIL:	AYE	NAY
MAYOR PAULINA FLINT	_____	_____
PHILLIP CARDENAZ	_____	_____
GREG SHELTON	_____	_____
TYLER HUISH	_____	_____
LINDA PRICE	_____	_____

ATTACHMENT “A”

CONTRACT

WITNESS THIS CONTRACT (hereinafter called Contract) made the _____day of February, 2025 by and between DS Accounting Services LLC, the ("Contractor") and White City, the ("WCC"):

I. PURPOSE

The Contractor shall provide accounting, and any other related services to the WCC according to directions or projects made by the Mayor and City Council. The Contractor retains the right to perform services required by the specifications by any reasonable means and in any reasonable manner it sees fit.

SPECIFIC SERVICES

Daily – Provide assistance on texts, emails and telephone conversations on financial items.

Monthly – Monthly financial reports analyzing current amounts against budgeted amounts. Attend monthly meetings to discuss the financial report along with a financial analysis of items that are pertinent. Attending public hearings on budgets and associated topics

Yearly – Prepare the annual Administrative budget for WCC. Annual review of MSD budget and financial statements and provide advice to WCC on them.

II. TERM

The term of the Contract shall commence February 1, 2025 and continue until either party decides to terminate contract. Said Contract shall continue in full force and effect unless and until either party gives sixty (60) days written notice of its intent to terminate. Receipt of a termination notice by either party shall automatically terminate this Contract upon the expiration of the applicable notice period, unless both parties agree to reinstate this Contract. Access to the WCC office will be provided.

III. COMPENSATION

The WCC agrees to pay the Contractor $1250.00 per month and reimburse for miscellaneous out-of-pocket expensed such as postage and travel expenses. Any work performed beyond the "SPECIFIC SERVICES" detailed above will be billed in quarter hour increments at a $100.00 hourly rate.

This amount is to be paid monthly and the Contractor will invoice the WCC at the end of each month and the terms of the payment will be net 15. Any delinquent amounts will be assessed 1 ½% interest per month.

IV. TAXES

The Contractor shall be deemed an independent contractor and the contractor is responsible of any applicable taxes or insurance.

V. CONFORMANCE WITH LEGAL OBLIGATIONS

The Contractor agrees to abide by all applicable federal, state and local laws in the conduct of its business and the performance of services required by the specifications attached hereto and made part of this Contract.

VI. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Utah.

VII. BINDING

This Contract shall insure to and bind all parties, their successors, assigns, agents or representatives.

VIII. ENTIRE AGREEMENT

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated or referred to herein. This Contract may not be modified except in writing and signed by both parties. This Contract supersedes any prior Contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE WCC,

By_____ Date _____

The Contractor, DS Accounting Services LLC

By _____ Date _____

Administration

White City
FY 2026

Administration SUMMARY	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Account Name				
Wages	$ 70,926	$ 82,500	$ 82,500	0.0%
Employee benefits	5,425	9,000	9,000	0.0%
Subscriptions, memberships	5,155	4,070	10,070	147.4%
Printing/publications/advertising	1,571	5,000	5,000	0.0%
Office expense and supplies	525	1,070	1,070	0.0%
Municipal attorneys	53,438	75,000	82,000	9.3%
Attorney-land use	-	10,000	10,000	0.0%
Training and seminars	-	7,070	7,070	0.0%
Web page development/maintenance	2,940	15,952	24,452	53.3%
Software/streaming	1,912	500	2,000	300.0%
Payroll processing fees	535	900	900	0.0%
Communications	-	4,000	18,000	350.0%
Contributions/special events	52,000	53,161	53,161	0.0%
Credit card and bank expenses	-	535	535	0.0%
Insurance	-	16,000	17,250	7.8%
Workers comp insurance	1,258	1,200	1,200	0.0%
Postage	1,254	2,000	5,000	150.0%
Professional and technical	60,408	132,900	144,900	9.0%
UFA emergency services	9,528	-	-	0.0%
SL (Client) county support services	15,977	65,000	35,000	-46.2%
Justice court remediation	-	7,900	7,900	0.0%
Rent	2,900	2,400	2,400	0.0%
Non classified expenses	1,019	5,000	5,000	0.0%
Totals:	**$ 286,771**	**$ 501,158**	**$ 524,408**	**4.6%**

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Wages **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Council compensation	70,926	15,000	15,000	0.0%
Council compensation		15,000	15,000	0.0%
Council compensation- Mayor		22,500	22,500	0.0%
Council compensation		15,000	15,000	0.0%
Council compensation		15,000	15,000	0.0%
Miscellaneous		-	-	0.0%
Totals:	70,926	82,500	82,500	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	70,926	82,500	82,500	0.0%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Employee benefits **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Fica	5,425	6,000	6,000	0.0%
Medicare		1,500	1,500	0.0%
Miscellaneous		1,500	1,500	0.0%
Totals:	5,425	9,000	9,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	5,425	9,000	9,000	0.0%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Subscriptions, membershi **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
AICP - Planning Commission	3,143	570	570	0.0%
AICP - Council	-	325	325	0.0%
Miscellaneous	-	175	175	0.0%
Utah League of Cities & Towns	-	3,000	3,000	100.0%
Awards	2,012		6,000	
Totals:	5,155	4,070	10,070	147.4%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	5,155	4,070	10,070	147.4%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Printing/publications/adve **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Mailing miscellaneous	1,571	833	833	0.0%
Budgetary notice		833	833	
Notice		3,334	3,334	
Totals:	1,571	5,000	5,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	1,571	5,000	5,000	0.0%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Office expense and suppli **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Supplies	525	1,070	1,070	0.0%
Totals:	525	1,070	1,070	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	525	1,070	1,070	0.0%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Municipal attorneys **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Attorney-civil 12 Months @6k per month	53,438	75,000	72,000	-4.0%
Other			10,000	
Totals:	53,438	75,000	82,000	9.3%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	53,438	75,000	82,000	9.3%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Attorney-land use **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Attorney land use	-	10,000	10,000	0.0%
Totals:	-	10,000	10,000	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	10,000	10,000	0.0%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Training and seminars **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Miscellaneous	-	1,070	1,070	0.0%
ULCT St. George		5,000	5,000	
ULCT SLC		1,000	1,000	
Totals:	-	7,070	7,070	0.0%
Additions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%
Proposed New Budget:	-	7,070	7,070	0.0%

White City
FY 2026

Fund: General **Department:** Administration **Account Name:** Web page development/m **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Miscellaneous	2,940	13,000	13,000	0.0%
Muni code		1,452	1,452	
Streamline		1,500	10,000	
Totals:	2,940	15,952	24,452	53.3%

	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

Administration

FY 2026

Department: Administration Account Name: Software/streaming Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Streaming	1,912	500	2,000	300.0%
Totals:	1,912	500	2,000	300.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Fund: General Department: Administration Account Name: Payroll processing fees Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Outside payroll processor	535	900	900	0.0%
Totals:	535	900	900	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

Administration

FY 2026

Department: Administration Account Name: Communications Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Newsletter	-	4,000	12,000	200.0%
Postcards			6,000	
Totals:	-	4,000	18,000	350.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

Administration

FY 2026

Department: Administration **Account Name:** Contributions/special ever **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
WCTCC Administrative		8,000	8,000	0.0%
Southeast Township Days - Event		44,000	44,000	0.0%
Donations		1,161	1,161	
	52,000			
Totals:	52,000	53,161	53,161	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Department: Administration Account Name: Credit card and bank expe Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Bank charges	-	535	535	0.0%
Totals:	-	535	535	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Fund: General Department: Administration Account Name: Insurance Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
General liability	-	15,000	15,000	0.0%
Workers compensation	-	-	-	0.0%
Annual adjustment		1,000	1,000	0.0%
Event Insurance			1,250	
Totals:	-	16,000	17,250	7.8%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Fund: General					
Department:	Administration		Final	Final	
Account Name:	Workers comp insurance	Actual	Budget	Budget	%
Account Number:	10-4200-740	FY 2024	FY 2025	FY 2026	Diff.
Line Item Description Detail					
Workers compensation insurance		1,258	1,200	1,200	0%
	Totals:	1,258	1,200	1,200	0.0%
		-	-	-	0.0%
	Totals:	-	-	-	0.0%
Deletions					
		-	-	-	0.0%
	Totals:	-	-	-	0.0%
	Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Department: Administration Account Name: Postage Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
The City will be mailing the newsletter this year.	1,254	2,000	5,000	150.0%
Totals:	1,254	2,000	5,000	150.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Department: Administration Account Name: Professional and technica Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Township administrator	60,408	72,000	84,000	16.7%
Lobbyists		20,000	20,000	0.0%
Financial		15,000	15,000	0.0%
UFA		-	-	0.0%
Other miscellaneous		25,900	25,900	0.0%
Public relations firm		-	-	0.0%
Totals:	60,408	132,900	144,900	9.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Fund: General Department: Administration Account Name: UFA emergency services Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
UFA emergency services	9,528	-	-	0.0%
Totals:	9,528	-	-	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

Administration

FY 2026

Department: Administration Account Name: SL (Client) county suppor Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
SLCO clerk	15,977	40,000	10,000	-75.0%
SLCO surveyor		10,000	10,000	0.0%
Elections		15,000	15,000	0.0%
Totals:	15,977	65,000	35,000	-46.2%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Department: Administration Account Name: Justice court remediation Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Remediation	-	5,000	5,000	0.0%
Beer funds		2,900	2,900	
Totals:	-	7,900	7,900	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

White City

Administration

FY 2026

Fund: General Department: Administration Account Name: Rent Account Number:	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Meeting space	2,900	2,400	2,400	0.0%
Totals:	2,900	2,400	2,400	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

Administration

FY 2026

Department: Administration **Account Name:** Non classified expenses **Account Number:**	Actual FY 2024	Final Budget FY 2025	Final Budget FY 2026	% Diff.
Line Item Description Detail				
Miscellaneous	1,019	5,000	5,000	0.0%
Totals:	1,019	5,000	5,000	0.0%
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Deletions				
	-	-	-	0.0%
Totals:	-	-	-	0.0%
Net Change in Budget Requests:	-	-	-	0.0%

Project #	Project Name (30 Charcters or less)	Jurisdiction	MSD Expense Budget	Grant Revenue	Project Phase(s) budgeted (Design, ROW, Construction)	Project Scope (2-3 Sentences)	Other Funding Sources (i.e. UDOT, FED, ORD, SB)
EFCMC230003	Onyx Lane Sidewalk	White City	$17,988	See "Other Funding Sources"	Construction	Construct curb, gutter, and sidewalk on Onyx Lane from Big Bear Park to West end of Road	UDOT Safe Sidewalk (Federal) Grant $375k - UDOT pays expenses directly, not through MSD.
EFCMC240008	Sego Lily Crossing at 1300 E	White City	$10,568	See "Other Funding Sources"	Construction	Regrade Sego Lily road west of the 1300 E intersection to allow for a pedestrian crossing. Will involve rebuilding roadway, curb, gutter, and sidewalk, relocating/raising signal mast. WFRC TAP grant (federal funds with local match).	WFRC TAP grant (federal funds $1,033,175). UDOT will pay expenses directly, not through MSD.
EFCMC240020	Marble Street Storm Drain	White City	$385,000		Construction	Replace undersized storm drain pipe from Eastmon Middle School to Dimple Dell Park, down Marble Street	

Ranking within Jurisdiction	MSD Project Category	Project #	Project Name (30 Charcters or less)	Jurisdiction	Grant Revenue	MSD Expense Budget	Total Budget	Project Phase(s) budgeted in (Design, ROW, Construction)	Project Scope (2-3 Sentences)
1	Grant Contract	EFCMC230002	Larkspur and Peony Improvements	White City	$277,288	$25,000	$302,288	Construction	Addresses a drainage problem at the corner of Larkspur Drive and Peony Way. October 2025 funding (Federal FY2026). $277,288 grant and $21,712 local funds.
2	Grant Contract	EFCMC230003	Onyx Lane Sidewalk	White City		$500,000	$500,000	Construction	Current project likely has a funding shortfall. This is to supplement the budget.
3	Integration with LRP		Big Bear Park Canal Trail	White City		$650,000	$650,000	Construction	Connect Canal Trail from Bear Park to 9400 S (coordinate however we can with Sandy City to utilize the canal corridor and get it done right)
4	General Request		Poppy Lane Street Lighting	White City		$500,000	$500,000	Construction	Add street lighting to Poppy Lane in White City

WHITE CITY, UTAH

Ordinance No. 2025-O-02

AN ORDINANCE OF WHITE CITY COUNCIL AMENDING TITLE 8 OF THE WHITE CITY MUNICIPAL CODE, PROVISIONS ON ANIMALS

WHEREAS, White City ("White City") adopted each county ordinance in effect at the time of its incorporation as a Metro Township pursuant to Utah Code Ann. Subsection 10-2a-414(3)(2023), which ordinance continued in force upon its conversion to a City, pursuant to Utah Code Ann. § 10-1-201.5(6)(2024), and White City has authority to amend or repeal such ordinance when it determines it is necessary; and

WHEREAS, White City is a municipality and has authority to regulate and enforce its code pursuant to Utah Code; and

WHEREAS, White City has authority to adopt ordinances and land use controls necessary for the use and development of land within its municipal boundaries in accordance with the Municipal Land Use, Development, and Management Act, ("MLUDMA"), Title 10, Section 9a, Utah Code, to protect public health, safety, and welfare; and

WHEREAS, the White City Council deems it necessary to amend its ordinances in order to ensure compliance with State Statute, encourage conformity with the White City General Plan, promote ease of use for residents and staff, and preserve the unique character of the White City community; and for the protection and preservation of the public health, safety and general welfare.

BE IT ORDAINED BY WHITE CITY COUNCIL as follows:

1. Title 8 is repealed and replaced in its entirety with the revised Title 8 attached hereto as **Attachment 1.**

2. Severability. If a court of competent jurisdiction determines that any part of these Ordinances is unconstitutional or invalid, then such portion(s) of these Ordinances, or specific application of these Ordinances, shall be severed from the remainder, which shall continue in full force and effect.

3. Implementation. White City staff are instructed to take any administrative steps needed to prepare and finalize Attachment 1 for publication to Municode, including but not limited

to making any formatting, grammatical, or other non-substantive changes to the Ordinances that may be needed.

4. Posting and Effective Date. After White City staff have prepared Attachment 1 for publication to Municode, the staff shall post the attached summary pursuant to Utah Code § 10-3-711(1)(b); and publish Attachment 1 to Municode. This ordinance will become effective as of the date the summary is posted and Attachment 1 is published to Municode.

PASSED AND **ADOPTED** this _____ day of _____ 2025.

_____
Paulina F. Flint, Mayor

ATTEST: APPROVED:

_____ _____
Diana Baun, Clerk/Recorder City Attorney

Voting

Mayor Flint voting _____
Council Member Shelton voting _____
Council Member Price voting _____
Council Member Cardenaz voting _____
Council Member Huish voting _____

Date ordinance summary was posted on the Utah Public Notice Website:

_____

Effective date of ordinance:

SUMMARY OF WHITE CITY
ORDINANCE NO. 2025-O-02

On the ____ day of _____, 2025 the White City Council enacted Ordinance No. 2025-O-02 that adopts a new and updated version of Titles 8 (Animals) of the White City Municipal Code ("**WCMC**") and repeals and replaces in its entirety the prior version of Title 8.

WHITE CITY COUNCIL

_____
Paulina F Flint, Mayor

APPROVED AS TO FORM:

ATTEST

_____
CITY ATTORNEY

_____
Diana Baun, Clerk/Recorder

Voting:

Mayor Flint voting	_____
Council Member Shelton voting	_____
Council Member Price voting	_____
Council Member Cardenaz voting	_____
Council Member Huish voting	_____

A complete copy of Ordinance No. 2025-O-02 is available in the office of the White City Clerk, 2001 South State Street, N2-700, Salt Lake City, Utah.

8.01.010 Definitions

As used in Chapter 8 the following terms shall have the definitions provided herein.

"Abandonment" means placing an animal in an environment where the animal is separated from basic needs such as food, water, shelter or necessary medical attention, for a period longer than twenty-four hours or if an animal is found to be an Animal at Large 3 or more times in any 7 day period. Abandonment includes failure to reclaim an animal seventy-two hours beyond the time agreed upon with a kennel, grooming service or similar facility. Abandonment includes failure to reclaim a pet from an animal shelter beyond seventy-two hours of notification or refusal to sign relinquishment authorization.

"Adequate space" means that when a dog is fixed to a tether, fastener, chain, tie, or other restraint, the dog is able to easily stand up, sit down, turn around, lay down, and make all normal bodily movements and interact safely with the environment and with other animals that may be in the immediate area.

"Allow," for the purposes of this Title 8, shall include human conduct that is intentional, deliberate, careless, inadvertent or negligent in relation to the actions of an animal.

"Animal" means every nonhuman species, both domestic and wild.

"Animal at large."

1. "Animal at large" means any animal, whether licensed or unlicensed, which is not under physical restraint imposed by the owner or handler (i.e., caged, enclosed or on a leash), or is not capable of being immediately controlled by the owner or handler when off the premises of the owner. Cats are excluded from this definition.
2. An animal is considered an "animal at large," regardless of whether the animal is under physical restraint or capable of being immediately controlled, unless:
    1. The owner or handler has in his or her possession instruments necessary to clean up after the animal; and
    2. The owner or handler does remove the animal's feces to a proper trash receptacle.
3. An animal is considered an "animal at large," regardless of whether the animal is under physical restraint or capable of being immediately controlled, if the animal is not vaccinated and licensed in accord with federal, state and local laws and is wearing or displaying all tags required by law to evidence such licensing and vaccination. The owner or handler must be in possession of instruments necessary to physically restrain the animal.

4. A dog is not an "animal at large" in areas not specifically prohibited or restricted by Section 8.04.170 so long as the owner or handler is capable of being in immediate control and has the means to physically control the animal.

"Animal boarding establishment" means any commercial establishment that takes in animals for the purpose of providing temporary shelter or care and charges a fee for such service.

"Animal control officer" means any person designated by the state of Utah as a peace officer as defined in Utah Code § 53-13-101, (1953) et seq., as amended; or individual otherwise designated by a White City or by Salt Lake County as an officer who is authorized by law to perform the duties specified by this Title 8.

"Animal exhibition" means any display of, event or contest involving animals.

"Animal grooming parlor" means any commercial establishment maintained for the purpose of offering cosmetological services for animals for a fee.

"Animal shelter" means any facility owned, operated or maintained for the care and custody of seized, stray, homeless, quarantined, abandoned, unwanted animals or animals held for the purpose of protective custody under the authority of this Title 8 or state law.

"Animal under physical restraint."

1. "Animal under physical restraint" means any animal under the physical control of its owner or person over the age of twelve years having charge, care, custody or control of the animal, by the means of a leash, tether, or other physical control device or enclosure. A leash or tether shall not exceed eight feet in length when in close proximity to animals or people. Animals confined in or upon a motorized vehicle shall be considered physically restrained; provided, that the animal's body parts cannot extend beyond two inches from the vehicle when the vehicle is not in motion and not more than the length of the distance from the animal's shoulders to the tip of its muzzle when the vehicle is in motion. Animals upon the real property of their owner, or upon the property of another (with prior written permission of the property owner) and under direct adult supervision shall be considered under physical restraint.
2. "An animal capable of being immediately controlled" shall mean an animal within the sight of the owner or handler and which responds to command of said owner or handler and that is subject to being immediately placed under physical restraint by said owner or handler. An animal is subject to being immediately placed under physical restraint only if the owner or handler is in possession of a leash and the animal is wearing a collar, harness or similar device to which said leash may be attached.

"Bite" means an actual puncture, tear or abrasion of the skin, inflicted by the teeth of an animal

"Cat" means any feline of the domesticated types more than four months of age. Any feline of the domesticated types less than four months of age is a kitten.

"Cattery" means an establishment where cats are boarded, bred, bought, sold or groomed for a fee.

"Commercial animal establishment" means any pet shop, animal grooming parlor, guard dog location or exhibition, riding school or stable, zoological park, circus, rodeo, animal exhibition, cattery, kennel or animal breeding or housing facility.

"Coop" means a free-standing building for the feeding, watering and sheltering of fowl.

"Dangerous animal" means any animal, including invertebrate species, that would be a hazard to public health and safety should the animal escape. "Dangerous animal" includes those animals meeting the definition of "vicious animal" as set forth in this title and constrictor snakes in excess of ten feet in length.

"Director" means the director of the Salt Lake County division of animal services or other individual designated by White City.

"Division" means the Salt Lake County division of animal services.

"Dog" means any canis familiaris more than four months of age. Any canis familiaris less than four months of age is a puppy.

"Dog breeder" means any person within unincorporated Salt Lake County who, having the care of or responsibility for one or more female dogs, permits the whelping of litter of dogs. A veterinarian providing services within a veterinarian-client-patient relationship, and has no ownership interest in the animals, is not included in this definition.

"Domesticated animals" means animals accustomed to living in or about the habitation of man, including but not limited to cats, dogs, ferrets and livestock. "Domesticated animal," however, shall not include "exotic animals."

"Domestic fowl" means any of a variety of ducks or adult female domesticated chickens and baby ducks or chickens of either gender, not over 20 weeks in age, but not to include adult male chickens or other bird species, unless otherwise permitted by law.

"Enclosure."

1. For fowl, "Enclosure" means a fenced or sturdy wire pen containing a coop that allows domestic fowl access to the coop while remaining in an enclosed pen.

2. For all other animals, "Enclosure" means any structure of sufficient strength and height to prevent an animal from escaping its primary confines.

   "Euthanasia" means the humane destruction of an animal accomplished by a method approved by the most recent report of the American Veterinary Medical Association Panel on Euthanasia that results in unconsciousness and immediate death, or by a method that causes painless loss of consciousness and death during such loss of consciousness.

   "Exotic animal" means any animal whose native habitat is not indigenous to the continental United States, excluding Alaska, except tropical fish, fur-bearing animals commercially bred for the furrier trade, and birds. Constrictor snakes in excess of ten feet in length are defined as dangerous animals.

   "Extreme weather conditions" means weather conditions of extreme heat or cold that are likely to endanger an animal confined in such temperatures.

   "Feral Cat" means any free roaming, homeless, wild or untamed cat.

   "Feral Cat Colony" means a group of free roaming, homeless, wild or untamed cats living together in an area.

   "Ferret" means any domestic Mustela putorius (except the black footed ferret) more than three months of age. Any Mustela putorius less than three months of age is a kit.

   “Found” means to be personally observed by an animal control officer or to be documented by photograph or video recording.

   "Guard dog" means any dog that will detect and warn its handler that an intruder is present in or near an area that is being secured and will attack a human pursuant to training or its handler's command.

   "Handler" is any person who has physical control, i.e., the charge, care, control, custody or possession, or responsibility for the same, of an animal at any given time. An "owner" shall be presumed to have ultimate responsibility for the physical control of the animal and may divest himself/herself of such responsibility only by the transferring of, or giving permission for, actual physical control of the animal to a legally responsible adult person of age eighteen or more. Whenever such other person of the requisite age has responsibility for physical control of the animal, such person shall be the "handler." At all other times, the "owner" shall be presumed to be the "handler."

   "Holding facility" means any pet shop, kennel, cattery, animal grooming parlor, riding school, stable, animal shelter, veterinary hospital, or any other such facility used for holding animals.

"Kennel" means a commercial establishment having three or more dogs for the purpose of boarding, breeding, buying, grooming, letting for hire, training for fee, or selling such dogs.

"Leash" or "lead" means any chain, rope, or device of sufficient strength used to restrain an animal.

"Livestock" means animals kept for husbandry, including but not limited to fowl, ratites, horses, mules, burros, asses, cattle, sheep, goats, llamas, swine and other farm, hoofed domesticated animals, excluding dogs, cats and ferrets.

"Nuisance."

1. "Nuisance" means any animal or animals that unreasonably annoy humans, endanger the life or health of other animals or humans, or substantially interfere with humans', other than their owner's, enjoyment of life or property.
2. The term "public nuisance animal" shall mean and include, but is not limited to, any animal that:
    1. Is found at large;
    2. Damages the property of anyone other than its owner;
    3. molests or intimidates neighbors, pedestrians or passersby by lunging at fences, chasing, or acting aggressively towards such person(s), unless provoked by such person(s);
    4. Chases vehicles;
    5. Makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other noise which causes unreasonable annoyance, disturbance or discomfort to neighbors or others;
    6. Causes fouling of the air by odors and thereby creates unreasonable annoyance or discomfort to neighbors or others;
    7. Causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored;
    8. Defecates on any public sidewalk, park or building, or on any private property without the consent of the owner of such private property, unless the handler of such animal shall have in his or her possession the instruments to clean up after his or her animal and removes the animal's feces to a proper trash receptacle;
    9. Is offensive or dangerous to the public health, safety or welfare by virtue of the number and/or types of animals kept or harbored;

10. Attacks people or other animals, whether such attack results in actual physical harm to the person or animal to whom or at which the attack is directed;

11. Has been found by a court, any other commission or board lawfully established under Utah law, or hearing officer of White City, to be a public nuisance under any other provision(s) of Utah law, common law, or based on a the circumstances or a combination of circumstances described in this section;

12. Cannot be restrained by normal restraints, such as standard leashes, standard chains or muzzles; or

13. Cannot be effectively controlled by its owner or handler.

3. The fact, or evidence of the fact, that the factors alleged to have caused the animal to be a nuisance are inherent and/or natural behavior for such animal, or the action of the owner or animal are otherwise legal, shall not negate or excuse a charge of nuisance.

"Owner" means any person, partnership, corporation or any other type of entity or association having title to, or custody of, or keeping, or harboring one or more animals. An animal shall be deemed to be harbored if it is fed and sheltered for a period of twenty-four consecutive hours or more, or fed for a period of two or more days.

"Performing animal exhibition" means any spectacle, display, act or event in which animals are used to provide a performance, whether a fee is charged or not.

"Pet" or "companion animal" means any animal of a species that has been domesticated to live in or about the habitation of humans, is dependent on humans for food and shelter and is kept by its owner for pleasure rather than utility and/or commercial purposes.

"Pet shop" means any commercial establishment containing cages or exhibition pens wherein dogs, cats, birds or other pets, are kept, displayed and sold.

"Provoked" means any deliberate act by a person towards a dog or any other animal done with the intent to tease, torment, abuse, assault or otherwise cause a reaction by the dog or other animal; provided, however, that any act by a person done with the intent to discourage or prevent a dog or other animal from attacking shall not be considered provocation.

"Quarantine" means the isolation of an animal in an enclosure so that the animal cannot have physical contact with other animals or persons without recognized authority to be near or about the quarantined animal.

"Riding school" or "stable" means an establishment which offers boarding and/or riding instruction for any horse, pony, donkey, mule or burro, or which offers the use of such animals for hire.

"Single-Family residential lot" means a single parcel in a primarily residential zone that is occupied by one single-family detached home. For the purposes of Chapter 8.12 of these ordinances single family residential lots shall also include single parcels in a primarily residential zone occupied by a lawful duplex.

"Species subject to rabies" means any species that has been reported to the Center for Disease Control and Prevention to have contracted the rabies virus and become a host for that virus.

"Stray" means any animal at large, as defined in this chapter.

"Tether" means any chain, rope, cable, or device attached to a fixed object and used for restraining a dog. The tether must be of sufficient strength to restrain the dog and be appropriate to the breed, age, size, and weight of the dog and is attached to the dog by a properly applied collar, halter or harness configured so as to protect the dog from injury or entanglement with objects or other animals.

"Veterinarian" means any person properly licensed under the laws of the state of Utah to practice veterinary medicine.

"Veterinary hospital" means any establishment operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

"Vicious animal" means:

1. Any animal which, in a threatening and terrorizing manner, approaches any person upon the streets, sidewalks or any public grounds or places in an apparent attitude of attack;
2. Any animal with a known propensity, tendency or disposition to attack or to cause injury or otherwise endanger the safety of human beings or animals; or
3. Any animal which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal on public or private property.

Whether an animal has been properly licensed under the provisions of this title shall have no relevance to the determination of whether an animal is a "vicious animal" as defined in this section.

"Wild animal" means any animal of a species that in its natural life is usually untamed and undomesticated, including hybrids and animals which, as a result of their natural or wild condition, cannot be vaccinated effectively for rabies. These animals, however domesticated or tamed, shall include, but are not limited to:

1. Alligators and crocodiles;

2. Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.;
3. Cat Family (Felidae). All except the commonly accepted domesticated cats, including cheetah, leopard, lion, lynx, panther, mountain lion, tiger, wildcat, etc.;
4. Dog Family (Canidae). All except domesticated dogs, including wolf, part wolf, fox, part fox, coyote, part coyote, dingo, etc.;
5. Porcupine (Erethizontidae);
6. Primate (Hominidae). All nonhuman primates;
7. Raccoon (Procyonidae). All raccoons, including eastern raccoon, desert raccoon, ring-tailed cat, etc.;
8. Skunks;
9. Venomous fish and piranha;
10. Venomous snakes or lizards;
11. Weasels (Mustelidae). All including martens, wolverines, black-footed ferrets, badgers, otters, ermine, mink, mongoose, etc.
For the purpose of this section, animals that are kept commercially or ranched shall not be wild animals.

"Zoological park" means any facility, properly and lawfully licensed by applicable federal, state or local law, operated by a person, partnership, corporation or government agency, other than a pet shop, kennel or cattery, displaying or exhibiting one or more species of nondomesticated animals.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.02 ADMINISTRATION

8.02.010 Division Of Animal Services Created
8.02.020 Director--Powers And Duties
8.02.030 Director And Officers--Enforcement Authority
8.02.040 Animal Control Officers--Powers And Duties
8.02.050 Right Of Entry For Enforcement
8.02.060 Interfering With Officers Prohibited

8.02.010 Division Of Animal Services Created

There is created a division of animal services as a division of the Salt Lake County department of public works.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.02.020 Director--Powers And Duties

The division shall be under the direction of a director, who shall:

1. Enforce this chapter and perform other responsibilities inherent thereto;
2. Supervise the municipal animal shelter(s) under his/her jurisdiction;
3. Keep records of all animals impounded in such shelter(s);
4. Keep accounts of all moneys collected and received and follow the Uniform Fiscal Procedures Act for Counties in accordance therewith in the administration of the division;
5. Establish, in cooperation with the Salt Lake Valley health department and other interested governmental agencies, measures for the control of, and immunization of animals against, rabies;
6. Negotiate interlocal cooperation agreements with other interested governmental agencies for the purpose of establishing animal control services throughout Salt Lake County;
7. Establish rules and regulations for the training of all persons hired as animal control officers to assure professional conduct of said persons and compliance with the division's policies and with governing law;
8. Pursuant to duly adopted policies and procedures, waive or reduce impound-related fees if warranted, or waive fees and penalties otherwise authorized in this title; and
9. Pursuant to duly adopted policies and procedures, provide for deferred payments of impound-related fees if warranted.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.02.030 Director And Officers--Enforcement Authority

The director, his/her authorized deputies, assistants and animal control officers, or others authorized by White City, are empowered to apprehend, and transport and impound any animal found in violation of this title, including licensable animals for which no license has been procured in accordance with this title, or any licensed or unlicensed animals for any other violation thereof and issue criminal citations and/or notice of violation and stipulation for violations of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.02.040 Animal Control Officers--Powers And Duties

The director shall employ and designate those employees and volunteers of his/her division who shall perform the duties of animal control officer. Animal control officers shall be authorized to enforce this chapter in all respects, including, but not limited to, the apprehension and impoundment of animals found to warrant such action and issue criminal citations and/or notice of violation and stipulation for violations of this title. Such officers shall further carry out all lawful duties prescribed or delegated by the director. For the purpose of this section, "volunteers" shall be defined as persons working without compensation who have met the minimum training standards to perform the duties as set forth by the director.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.02.050 Right Of Entry For Enforcement

In the enforcement of this title, any peace officer, animal control officer, or the director or his/her assistants are authorized to enter into the open premises of any person to secure or take possession of any animal which is reasonably deemed by such officer to then and there, in the presence of such officer or official, be in violation of this title and issue criminal citations and/or notice of violation and stipulations for violations of this title to the owner or handler of such animal.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.02.060 Interfering With Officers Prohibited

It is unlawful for any person to knowingly and intentionally interfere with the director or any animal control officer in the lawful discharge of his/her duties as prescribed in this title. For the purpose of this section, interfering with officers shall include, but not be limited to, failing to hand over to or release to an officer an identifiable animal which has been pursued but not captured by such officer, failing to make payment of agreed upon fees that have been deferred by the director, failing to meet the agreed upon conditions of a fee waiver, reduction or deferment, knowingly and intentionally failing to comply with an abatement order lawfully issued by the director or failing to meet the conditions imposed by a notice of violation and stipulation.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.03 COMMERCIAL PERMITS AND FANCIER'S PERMITS

8.03.010 Commercial Permit Requirements
8.03.020 Regulatory Authority Of Division

8.03.030 Procedures
8.03.035 Sale Of Dogs, Cats And Rabbits At Commercial Animal Establishments
8.03.040 Requirements For Catteries And Kennels
8.03.050 Requirements Of Pet Shops
8.03.060 Requirements For Stables
8.03.070 Requirements For Animal Exhibitions
8.03.080 Requirements For Guard Dogs
8.03.090 Fancier's Permit--Authorized When
8.03.100 Hobby Permit
8.03.110 Permit For Foster Animals
8.03.120 Exotic Animal Permit
8.03.130 Dangerous Animal Permit
8.03.140 Feral Cat Colony Permit
8.03.150 Exemptions
8.03.160 Permits--Display Requirements
8.03.170 Permit Fees--Expiration--Renewal
8.03.180 Establishments--Rules And Regulations
8.03.190 Establishments--Inspections And Reports
8.03.200 Unlawful Activities--Notice Requirements
8.03.210 Permits--Suspension Or Revocation--Grounds
8.03.220 Permits--Suspension Or Revocation--Procedure
8.03.230 Emergency Suspension Of Permits
8.03.240 Notice Of Suspension Of Permits--Service Procedures

8.03.010 Commercial Permit Requirements

It is unlawful for any person to operate or maintain a commercial holding facility or any similar establishment, except a licensed veterinary hospital or clinic, unless such person first obtains a regulatory permit from the division, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the division. Before the permit is issued, approval must be granted by the Salt Lake Valley health department, appropriate zoning authority and the division.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.020 Regulatory Authority Of Division

The director shall have the authority to promulgate regulations for the issuance of permits and shall include requirements for humane care of all animals and for compliance with the provisions of this Title 8 and other applicable laws. The director may amend such regulations from time to time as deemed desirable for

public health and welfare and for the protection of animals. Regulations promulgated under this delegation of authority shall not extend the power of the division beyond that reasonably necessary to carry out the requirements of this title. Regulations will not go into effect without the giving of prior notice to the public of the proposed rule or regulation and of a public hearing to be held thereon, through publication at least once in a newspaper with general circulation in Salt Lake County, and the holding of a public hearing no sooner than fifteen days after the publication of notice. The hearing officer shall be appointed by the director. Such officer may be an officer or employee of Salt Lake County, but not of the division. Regulations shall not become effective until approved and adopted by Salt Lake County.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.030 Procedures

1. All applications for permits to operate a commercial animal establishment or animal shelter shall be submitted to the division on a printed form provided by the division.
2. Upon submission of an application, the division will verify with the Salt Lake Valley health department, appropriate zoning authority, and appropriate business licensing division that the applicant is in compliance with applicable rules, regulations, ordinances and laws.
3. Applications must be accompanied by the fee established in Appendix A to this title, attached hereto and/or incorporated by reference. The appendix may be modified from time to time as deemed necessary by the director and upon approval of Salt Lake County. The current appendix shall be available from the division.
4. Each permit issued under this section shall expire as outlined in Section 8.03.170.
5. Permits issued pursuant to this section are nontransferable.
6. A permit issued under this section shall be prominently displayed in the business office of the commercial animal establishment or animal shelter.
7. Late applications for the permits required by this section shall be subject to the late fee set forth in Appendix A, attached to the ordinance codified in this Title 8 and adopted by reference.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.035 Sale Of Dogs, Cats And Rabbits At Commercial Animal Establishments

1. It is unlawful for any person to display, offer for sale, deliver, barter, auction, give away, transfer, or sell any live dog, cat, or rabbit in any pet shop, retail business,

or other commercial animal establishment located in the county, unless the dog, cat, or rabbit was obtained from an animal shelter. All pet shops, retail businesses, or other commercial animal establishments selling dogs, cats, or rabbits shall maintain a certificate of source for each of the animals and make it available upon request to animal control officers, law enforcement, code compliance officials or any other county or other employee charged with enforcing the provisions of this section.

2. For purposes of this section, a certificate of source is defined as any document from the source animal shelter declaring the source of the dog, cat, or rabbit on the premises of the pet shop, retail business or other commercial animal establishment.

3. This section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs, cats or rabbits from the premises on which they were bred and reared.

4. Nothing in this section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial animal establishment located in the county from providing space and appropriate care for animals owned by an animal shelter and maintaining those animals at the pet shop, retail business, or other commercial animal establishment for the purpose of public adoption.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.040 Requirements For Catteries And Kennels

In addition to obtaining the permit required by this section, all catteries and kennels within the jurisdiction of the division shall:

1. Be operated in such a manner as not to constitute a nuisance;

2. Provide an isolation area for boarded animals which are sick or diseased;

3. Retain for a period of one year the name, address and telephone number of the owner and license number of each dog or cat boarded;

4. Retain for a period of three years the name and address of each person selling, trading or giving any animal to the kennel or cattery;

5. Keep all boarded animals caged or under control of the owner or operator of the kennel or cattery;

6. Care for all animals in the kennel or cattery, whether or not owned by the kennel or cattery, shall comply with all the requirements of this chapter for the general care of animals;

7. Comply with all applicable federal, state and local laws and all regulations respecting kennels and catteries which are adopted by the division and in effect from time to time; and

8. Supply the purchaser, residing in the licensing authority of this title, of any dog, cat or ferret with an application for animal license, the form of which is prescribed by the division.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.050 Requirements Of Pet Shops

In addition to obtaining the permit required by this section, all pet shops within the jurisdiction of the division shall:

1. Be operated in such a manner as not to constitute a nuisance;

2. Provide an isolation area for animals which are sick or diseased, sufficiently removed so as not to endanger the health of other animals;

3. Keep all animals caged or under the control of the owner or operator of the pet store;

4. With respect to all animals in the pet shop, comply with all provisions of this chapter providing for the general care of animals;

5. Not sell animals which are unweaned or so young or weak that their sale poses a serious risk of death or inadequate development to them;

6. Comply with all applicable federal, state and local laws and all regulations respecting pet shops that are adopted by the division and in effect from time to time;

7. Supply any purchaser, residing within the jurisdiction of this code, of any dog, cat or ferret with an application for animal license, the form of which is prescribed by the division; and

8. Provide the purchaser of an animal with written instructions as to the proper care and control of that species.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.060 Requirements For Stables

In addition to obtaining the permit required by this section, all stables within the jurisdiction of the division shall:

1. Be operated in such a manner as not to constitute a nuisance;

2. Provide an isolation area for animals which are sick or diseased, sufficiently removed so as not to endanger the health of other animals;
3. Keep all animals confined or under the control of the owner or operator of the stable;
4. Care for all animals in the stable; shall comply with all the requirements of this chapter for the general care of animals; and
5. Comply with all applicable federal, state and local laws, and all regulations respecting stables that are adopted by the division and in effect from time to time.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.070 Requirements For Animal Exhibitions

1. It is unlawful for any person to own, operate, sponsor or conduct an animal exhibition within the jurisdiction of the division unless an animal exhibition permit issued by the division, is first obtained therefor.
2. No animal exhibition shall occur within the jurisdiction of the division in which any animal is exhibited, paraded or allowed to participate in a contest:
    1. Under conditions which cause physical injury to such animal;
    2. Under conditions that place spectators at risk of being harmed; or
    3. Unless all applicable federal, state and local laws and regulations, and standards adopted by reputable, nationally-recognized associations organized for the operation of such exhibitions and acceptable to the division are complied with by the operator of the exhibition.
3. A person owning, operating or sponsoring an animal exhibition within the jurisdiction of the division without first obtaining the permit therefor required by this section shall be guilty of a Class B misdemeanor. Each day of violation of this section shall be a separate offense. The division may also seek to obtain an injunction against an animal exhibition through a court with jurisdiction over the matter.
4. The application for an animal exhibition permit required by this subsection shall:
    1. Describe the type of exhibition or contest and the kind and number of animals to be on exhibition or involved in the contest and list the sites and dates of the event(s); and
    2. Contain such other information as may be required under regulations established by the director; and include a sworn statement by the applicant that the provisions of this title pertaining to animal exhibitions will be complied with at all times.

5. No permit required by this subsection shall be issued until the applicant completes the application form, pays the applicable fees as set forth in the then-current Appendix A to this title, and receives the written approval of the division of the provisions made for the safety, well-being and comfort of the animals involved.

6. Animal exhibition permits issued pursuant to this subsection shall be effective only for the period specified in the permit, not to exceed thirty days.

7. A permit issued pursuant to this subsection shall not be transferable.

8. A permit issued pursuant to this subsection shall be displayed prominently at the site of the animal exhibition.

9. The director may waive the permit fee for an animal exhibition that is sponsored by a bonafide nonprofit organization, a governmental entity or a school if the purpose is a county public purpose or a charitable purpose.

10. Animal exhibitions permitted under this section shall provide immediate access to peace officers, animal control officers, and agents of the health department or Utah State officials for the purpose of compliance inspections.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.080 Requirements For Guard Dogs

1. It is unlawful for any person to own a guard dog without first obtaining a guard dog permit as provided hereafter. It is unlawful for any person to hire the use of a guard dog that has not been issued a guard dog permit.

2. A permit required by this section shall be obtained from the division. The application shall set forth the type of dog, the site(s) where such dog shall be used, the hours of use of such dog, and any other information the director deems appropriate.

3. Permits are not transferable from one owner to another, nor from one site to another.

4. On the premises where a guard dog is used, conspicuous warning signs shall be posted at each door or gate that give access to the guard dog, and shall contain the following wording: "Warning: A guard dog is guarding this property. Entry herein may cause said dog to attack your person and cause significant injury, even death. To reach the handler for said dog, call (enter telephone number)." The telephone number contained in the warning required by this subsection must provide a twenty-four-hour per day access to the guard dog's owner or handler.

5. A guard dog shall not be allowed to become a nuisance.

6. A guard dog shall, in addition to licensing, be microchipped and the microchip number shall be registered with the division. The license shall be attached to a one-inch wide red or orange collar with the word "Danger" written or embroidered in black lettering three-fourths inch in height. The collar must be on the dog at all times.

7. Any person violating any provision of this section shall be guilty of a Class B misdemeanor. Each day a guard dog is deployed for use by any person for the detection of intruders and/or protection of premises, in violation of any provision of this section, shall be deemed a separate offense.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.090 Fancier's Permit--Authorized When

1. Where permitted by the zoning ordinances, owners of purebred dogs and cats may obtain a permit to keep more than two dogs or cats in a residential area; provided:
    1. Such pets are individually licensed;
    2. Such pets are registered with a national registry, such as, but not limited to the AKC, UKC or Field Dog;
    3. Approval is granted by the appropriate zoning authority, health department and division of animal services;
    4. Adequate confinement areas are provided;
    5. Other provisions of this title are complied with, and no pet or premises is deemed to be a nuisance.
2. The holder of a permit issued under this section may keep one litter intact until the animals reach six months of age; one animal from the litter may be retained until it reaches twelve months of age. At no time may the holder of a permit retain more animals than is indicated on the permit.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.100 Hobby Permit

Where permitted by the zoning ordinances, owners of dogs, cats and ferrets may obtain a permit to keep more than two dogs, cats or ferrets in a residential area; provided:

1. Such pets are individually licensed;
2. Such pets are rendered sterile;

3. Approval is granted by the appropriate zoning authority, health department and division of animal services;
4. Adequate confinement areas are provided; and
5. Other provisions of this title are complied with, and no pet or premises is deemed to be a nuisance.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.110 Permit For Foster Animals

Where permitted by the zoning ordinances, owners of dogs and cats may obtain a permit to keep more than two dogs or cats in a residential area; provided:

1. Such pets are the property of a local city or county operated animal shelter or a Section 501 (c)(3), United States Internal Revenue Code, animal welfare organization;
2. Such pets are awaiting adoption;
3. Approval is granted by the appropriate zoning authority, health department and division of animal services;
4. Adequate confinement areas are provided; and
5. Other provisions of this title are complied with, and no pet or premises is deemed to be a nuisance.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.120 Exotic Animal Permit

It is unlawful for any person to own or keep an exotic animal without a permit. Unless prohibited by zoning or other ordinances or laws, any person, over the age of eighteen years of age, may obtain an exotic animal permit upon:

1. Demonstrating sufficient knowledge of the species to provide adequate care;
2. Presenting proof of adequate caging appropriate for the species;
3. Presenting proof that the animal poses no threat to the health and safety of the community in the event that the animal should escape. The director may consult with a review board comprising federal, state and local public health authorities in considering a request for an exotic animal permit; and
4. Presenting proof of required, if any, state or federal permits.

For the purpose of this section, to demonstrate "sufficient knowledge" of a species, a person must show that he/she has adequate knowledge of a species to provide for its basic needs to maintain the animal's health and welfare. The director may consider the person's experience, education, apprenticeship or by examination administered by the division when determining that a person has sufficient knowledge of a species.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.130 Dangerous Animal Permit

It is unlawful for any person to own or keep a dangerous animal without a permit. Unless prohibited by zoning or other ordinances or laws, any person, over the age of eighteen years of age, may obtain a dangerous animal permit upon:

1. Demonstrating sufficient knowledge of the species so as to be an expert in the care and control of the species;
2. Presenting proof of adequate primary caging appropriate for the species and a sufficient secondary system of confinement so as to prevent unauthorized access to the animal and to prevent the animal's escape;
3. Presenting proof that adequate measures have been taken to prevent the animal from becoming a threat to the health and safety of the community;
4. Presenting a plan of action in the event of the animal's escape. The director may consult with a review board comprising federal, state and local public health authorities in considering a request for a dangerous animal permit;
5. Presenting proof of required, if any, state or federal permits;
6. Presenting proof of liability insurance in an amount of at least fifty thousand dollars.

For the purpose of this section, to demonstrate "sufficient knowledge" of a species, a person must show that he/she has specialized knowledge of a species to provide for its basic needs to maintain the animal's health, welfare and confinement. The director may consider the person's experience, education, apprenticeship or by examination administered by the division when determining that a person has sufficient knowledge of a species.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.140 Feral Cat Colony Permit

It is unlawful for any person to maintain a feral cat colony without a permit. Unless prohibited by zoning or other ordinances or laws, any person over the age of eighteen years of age, may obtain a feral cat colony permit upon:

1. Presenting proof that the cats in the maintained colony have been sterilized, given their initial vaccinations and ear-tipped or are being actively trapped so as to perform sterilization, vaccination and ear-tipping;
2. Presenting a detailed description of each cat in the colony with vaccination history;
3. Presenting proof of property owner and/or landlord permission at the site that the colony is being maintained; and
4. Providing contact information, in the event that complaints are received by the division concerning management of the colony.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.150 Exemptions

Research facilities where bona fide medical or related research is being conducted, 501(c)(3) animal welfare shelters, and other animal establishments operated by state or local government, or which are licensed by federal law, are excluded from the permit requirements of Sections 8.03.040 through 8.03.060 of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.160 Permits--Display Requirements

A valid permit shall be posted in a conspicuous place in any establishment for which such permit is required, and such permit shall be considered as appurtenant to the premises and not transferable to another location. The permittee shall notify the division within thirty days of any change in his/her establishment or operation, which may affect the status of his/her permit. In the event of a change in ownership of the establishment, the permittee shall notify the division immediately. Permits shall not be transferable from one owner to another.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.170 Permit Fees--Expiration--Renewal

1. A permit issued pursuant to this chapter shall expire one year after it is issued by the division and shall be renewable upon acceptance by the division of a new application. Renewal applications shall not be available until thirty days prior to the expiration date of the current permit. A permit may only be issued after the appropriate fee has been paid. Application must be accompanied by the fee established in the permit and fee schedule, Appendix A attached to the ordinance codified in this title and incorporated by reference into this chapter.

2. The permit and fee schedule may be modified from time-to-time as deemed appropriate by the director and upon approval of Salt Lake County. The then current permit fee schedule shall apply to all permit applications. A copy of the then-current fee schedule shall be available at the division.

3. Permits are not transferable from one owner to another, from one site to another or from one animal to another.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.180 Establishments--Rules And Regulations

1. The director with approval of Salt Lake County may, from time to time, adopt rules and regulations governing the operation of kennels, catteries, animal grooming parlors, pet shops, riding stables or other animal-related establishments.

2. Such rules and regulations may provide for:

    1. The type of structures, buildings, pens, cages, runways or yards required for the animals sought to be kept, harbored or confined on such premises;

    2. The manner in which food, water, and sanitation facilities will be provided to such animals;

    3. Measures relating to the health of such animals, the control of odors, noise, and the protection of persons or property on adjacent premises; and

    4. Such other matters as Salt Lake County shall deem necessary.

3. Such rules and regulations shall, upon publication and following adoption by Salt Lake County, have the effect of law, and violation of such rules and regulations shall be deemed a violation of this title, subject to the penalties provided for in Section 1.12.010, Salt Lake County Code of Ordinances, and grounds for revocation of a permit issued by the division. Copies of the rules and regulations, when adopted, shall be filed for public inspection in the office of the county clerk and the division.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.190 Establishments--Inspections And Reports

All establishments required to have permits under this title shall be subject to periodic inspections, and the inspector shall make a report of such inspection, which shall be given to the establishment and will be filed at the administration section of the division.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.200 Unlawful Activities--Notice Requirements

If an inspection of kennels, catteries, animal grooming parlors, pet shops, riding stables, similar establishments, or the premises of the holder of a permit reveals a violation of this title, the inspector shall notify the permit holder or operator of such violation by means of issuance of a citation as provided in Chapter 8.10 or issuance of a notice of violation and stipulation as provided in Chapter 8.11. If the notice of violation and stipulation is used, the notice shall:

1. Set forth the specific violation(s) found;
2. Establish a specific and reasonable period of time for correction of the violation(s) found;
3. State that failure to comply in the specified period of time with any notice issued in accordance with the provisions of this section may result in immediate suspension of the permit and/or issuance of a citation; and
4. State that an opportunity for a hearing upon any grievance the owner or operator may have concerning the inspection findings and corrections ordered by the animal control officer may be processed according to the provisions of Chapter 8.11 of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.210 Permits--Suspension Or Revocation--Grounds

A permit may be suspended or revoked or a permit application rejected on any one or more of the following grounds:

1. Falsification of facts in a permit application;
2. Material change in the conditions upon which the permit was granted;
3. Violation of any provisions of this title or any other law or regulation governing the permittee's establishment, including, but not limited to, noise and/or building and zoning ordinances; or
4. Conviction on a charge of cruelty to animals.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.220 Permits--Suspension Or Revocation--Procedure

1. Any permit granted under this title may be suspended or revoked by the division for violations of any of the requirements of this title. A permittee aggrieved by the suspension or revocation of his/her permit may petition the director for review of such grievance. Upon consideration of such grievance and upon good cause

showing, the director may, at his or her sole discretion, uphold or modify the suspension or revocation, or reinstate the permit.

2. A new permit shall not be issued to any person whose prior permit was suspended or revoked by the division until the applicant has satisfied the director that he/she has the means and the will to comply with the requirements of this title in the future. An application for another permit must comply with the requirements for an application for an initial permit, including application fee.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.230 Emergency Suspension Of Permits

Notwithstanding any other provisions of this title, when the inspecting officer finds unsanitary or other conditions in the operation of kennels, catteries, animal grooming parlors, riding stables, pet shops, or any similar establishments, or premises of the holder of a permit obtained under this title, which in his/her judgment constitute an immediate and substantial hazard to public health or the health and safety of any animal, he/she may order the immediate seizure of any animals whose health and safety are at risk and order the owner or operator of the establishment to immediately cease operations. It is unlawful for any person to whom such an order is given to fail to obey the same. Any animals seized under this section shall be impounded or otherwise cared for as the director of animal services deems necessary. Persons whose permit has been suspended by such action may petition the director for review of said suspension. Upon consideration of such petition and upon good cause showing, the director may, at his or her sole discretion, uphold or modify the emergency suspension or reinstate the permit.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.03.240 Notice Of Suspension Of Permits--Service Procedures

Notice shall be deemed to have been properly served when the original of the inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent by certified mail to the last known address of the permit holder. A copy of such notice shall be filed with the records section of the division of animal services.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.04 ANIMALS REQUIRING A LICENSE

8.04.010 License--Required--Age And Residence Requirements For License Holder
8.04.020 License--Required--Age Of Animals

8.04.030 License--Application
8.04.040 Additional Requirements For Licensing Of Ferrets
8.04.050 Veterinary Verification
8.04.060 License--Fees--Senior Citizens
8.04.070 License--Term And Renewal
8.04.080 License--Revocation
8.04.090 License--Tag Requirements
8.04.100 License--Exemptions
8.04.110 License Vendors
8.04.120 Harboring Stray Animals, Unlawful Confinement Or Concealment Of Animals
8.04.130 Dogs Or Ferrets Running At Large--Owner Liability
8.04.140 Animal Trespass
8.04.150 Staking Dogs Improperly
8.04.160 Female Dogs In Heat
8.04.170 Animals Prohibited Or Restricted In Designated Areas
8.04.180 Attacks By Animals--Owner Liability--When Destruction Shall Be Authorized
8.04.190 Dog And Cat Limits

8.04.010 License--Required--Age And Residence Requirements For License Holder

All cats, dogs and ferrets must be licensed each year, except as otherwise provided in this chapter, to a person of the age of eighteen years or older who has a residence, with street address, within the county.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.020 License--Required--Age Of Animals

Any person owning, possessing or harboring any cat, dog or ferret within the county shall obtain a license for such animal within thirty days after the animal reaches the age of four months, or, in the case of a cat, dog or ferret over four months of age, within thirty days of the acquisition of ownership or possession of the animal by such person.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.030 License--Application

License applications must be submitted to the division, utilizing a standard form which requests name, address and telephone number of the applicant; breed, sex, color and age of the animal; previous license information, rabies and sterilization

information, and the number, location or other identification applicable to a tattoo or implanted microchip of the animal. The application shall be accompanied by the prescribed license fee and by a rabies vaccination certificate current for a minimum of six months beyond the date of application. A license shall not be issued for a period that exceeds the expiration date of the rabies vaccination. A licensed veterinarian shall give rabies vaccinations with a vaccine approved by the current compendium of animal rabies control.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.040 Additional Requirements For Licensing Of Ferrets

First time applicants for ferret licenses must present, in addition to the requirements of Section 8.04.030, proof of applicant's satisfactory completion of a ferret ownership class. The class must have the approval/certification of the director and must, at a minimum, include the following:

1. Explanation of the dangers ferrets present to people and other animals; and
2. Explanation of the dangers of owning a ferret in a household with infants and small children.

The division encourages owners to sterilize and de-scent their ferrets.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.050 Veterinary Verification

No dog, cat or ferret will be licensed as spayed or neutered without veterinary verification that such surgery has been performed.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.060 License--Fees--Senior Citizens

A person sixty years of age or older on the date of license application may, upon proof of that person's age, obtain a senior citizen dog, cat or ferret license for an unsterilized animal for an annual fee as set forth in Appendix A to the ordinance codified in this title. A person sixty years of age or older may obtain a senior citizen dog, cat or ferret license for the life of a spayed or neutered animal for a one-time fee as set forth in Appendix A to the ordinance codified in this title, but such person shall nevertheless obtain a license tag, as needed, without fee thereafter. This section shall not be construed to relieve any person from meeting all licensing requirements not specifically exempted, including late fees and required

vaccinations, nor is any license issued hereunder transferable to any other animal or owner other than that for which the license was issued.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.070 License--Term And Renewal

The license shall be issued for one year, two years or three years, and be effective from the date of purchase, through the end of the same month of the expiration year as the month in which the license is purchased, or at the end of the rabies vaccination period current for the animal at the time the license is obtained, whichever date occurs first. Renewals must be obtained prior to the expiration of the immediately preceding license. Applications for renewals made after the expiration of the immediately preceding license must be accompanied by a late fee as set forth in Appendix A to the ordinance codified in this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.080 License--Revocation

If the owner of any dog(s), cat(s) or ferret(s) is found to be in violation of this title on three or more different occasions within a twelve-month period, the director of animal services may seek a court order pursuant to Chapter 8.10, revoking for a period of one year any and all license(s) such person may possess, and providing for the animal services division to pick up and impound any animal kept by the person under such order. Any animal impounded pursuant to such an order shall be dealt with in accordance with the provisions of this title for impounded animals, except that the person under the order of revocation shall not be allowed to redeem their pet, unless successfully making reapplication of the license with the director. Persons seeking reapplication of such animals must comply with conditions as set forth by the director that may include, but not limited to, sterilization of the animal(s), enclosure requirements and confinement conditions.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.090 License--Tag Requirements

1. Upon payment of the license fee, the division shall issue to the owner a receipt and a tag for each pet licensed. The tag shall have stamped thereon the license number, corresponding with the tag number on the receipt. The owner shall attach the tag to the collar or harness of the animal and see that the animal constantly wears the collar and tag. Failure to attach the tag as provided shall be a violation of this title, except that dogs or cats which are kept for show purpose are exempt from wearing the collar and tag while participating in an animal exhibition.

2. Tags are not transferable from one animal to another unless authorized by the director. No refunds shall be made on any dog, cat or ferret license fee for any reason whatsoever. Replacement for lost or destroyed tags shall be allowed upon payment to the division of the replacement tag fee set forth in Appendix A to the ordinance codified in this title.

3. Any person who removes, or causes the removal, of the collar, harness or tag from any licensed dog, cat or ferret without the consent of the owner or keeper thereof, except a licensed veterinarian or animal control officer who removes such for medical or other reasons, shall violate this title.

4. Owners may have an identifying microchip implanted in their animals. If owners take such action, they shall be exempt from the requirement that such animals wear identifying tags at all times while off the premises; provided, that the microchip information has been registered with the division. Owners shall assume the risk of the loss or destruction of an unrestrained animal whose microchip either cannot be located after a reasonable search therefor or owner information cannot be found after a reasonable records search.

5. It is the responsibility of any vendor of microchips to provide information to the division as to the identification of the owner of an animal that has been microchipped by such vendor.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.100 License--Exemptions

1. The provisions of Sections 8.04.010 through 8.04.090 shall not apply in the following circumstances:

    1. The dog, cat or ferret is properly licensed in another jurisdiction and the owner thereof is within the county temporarily, for a period not to exceed thirty consecutive days. If the owner shall be within the county temporarily, but for a period longer than thirty consecutive days, he/she may transfer the dog, cat or ferret to the local license required by this chapter by payment of the fee set forth in Appendix A to the ordinance codified in this title, and upon presentment of proof of a current rabies vaccination for the animal;

    2. Individual dogs or ferrets housed within a properly permitted facility or other such establishment when such animals are held for resale.

2. The fee provisions of Sections 8.04.010 through 8.04.080 shall not apply to:

    1. Seeing-eye dogs trained and certified to assist blind persons, if such dogs are actually used by blind persons to assist them in moving from place to place;

2. Hearing dogs trained and certified to assist deaf persons to aid them in responding to sounds and in use for that purpose;
3. Assistance dogs trained and certified to assist persons with a physical disability and in use for that purpose; or
4. Dogs trained to assist officials of government agencies in the performance of their duties and which are owned by such agencies.

3. Nothing in this section shall be construed so as to exempt any dog, cat or ferret located within the county from having a current rabies vaccination.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.110 License Vendors

The division director may contract with veterinary hospitals, veterinarians, pet shops, animal grooming parlors, and similar institutions or individuals for the issuance of license application forms.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.120 Harboring Stray Animals, Unlawful Confinement Or Concealment Of Animals

1. It is unlawful for any person, except an animal welfare society incorporated, or otherwise qualified to do business within the state of Utah and licensed under this title, to harbor or keep any lost or stray pet, unless otherwise allowed by the laws of the state of Utah. A person who assumes and maintains control of a lost or strayed pet longer than twenty-four hours, without notifying the division of the presence and location of such animal, shall be presumed to have violated this section.

2. It is unlawful for any person to take an animal, without the permission of the owner or handler thereof, and/or to confine an animal in a place unknown to the owner or handler; or to conceal an animal's whereabouts from the owner or handler thereof. The offense described herein is committed irrespective of the period of time of such unlawful confinement or concealment. This section shall not apply to animal control officers legally taking an animal in an emergency or under protection from its owner or handler.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.130 Dogs Or Ferrets Running At Large--Owner Liability

1. It is unlawful for the owner or handler of any dog or ferret to allow such dog or ferret at any time to run at large. The owner or handler of a dog or ferret shall be liable in damages for injury committed by such dog or ferret and it shall not be necessary in any action brought therefore to allege or prove that such dog or ferret was of a vicious or mischievous disposition or that the owner or keeper thereof knew that it was vicious or mischievous.

2. The owner or handler of any dog or ferret shall be strictly liable for all damages and/or injury committed by said dog or ferret and shall indemnify and hold the county harmless from said damage or injury. In order to establish that an owner or handler is liable for and/or bound to indemnify the county from damage or injury done by said dog or ferret, it shall not be necessary to allege or prove that such dog or ferret was of a vicious or mischievous disposition or that the owner or handler thereof knew that it was vicious or mischievous.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.140 Animal Trespass

It is unlawful for the owner or handler of an animal to allow such animal to trespass on the property of another.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.150 Staking Dogs Improperly

1. It is unlawful for any person to chain, stake out or tether any dog on any unenclosed premises in such a manner that the animal may go beyond the property line unless such person has permission of the owner of the affected property.

2. It is unlawful for any person to chain, stake out or tether any dog on any premises in a manner that prevents the dog from having access to food, water or shelter.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.160 Female Dogs In Heat

Any owner or person having charge, care, custody or control of any female dog in heat shall, in addition to restraining such dog from running at large, cause such dog to be constantly confined in a building or other structure so as to prevent it from attracting by scent or coming into contact with other dogs and creating a nuisance.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.170 Animals Prohibited Or Restricted In Designated Areas

1. It is unlawful for any person to take or permit any animal, whether loose or on a leash or in arms, in or about any establishment or place of business where food or food products are sold or displayed, or served, including but not limited to restaurants, grocery stores, meat markets and fruit or vegetable stores.
2. It is unlawful for any person keeping, harboring or having charge or control of any dog to allow such dog to be within protected watershed areas as designated by either the Salt Lake Valley health department or any public water district.
3. In accord with Section 8.06.040, dogs that qualify as vicious or dangerous animals, shall not be permitted off the premises of the owner or handler unless such animal is under physical restraint and muzzled or confined so as to prevent it from injuring any person, animal or property.
4. In accord with Title 13, Parks and Recreation, Section 13.04.100C, unless otherwise established pursuant to subsection G below, all dogs in county parks, as defined under 13.04.020, shall be under physical restraint.
5. Unless otherwise established dogs shall be under physical restraint in all developed areas of the county, which include but are not limited to: residential neighborhoods; streets; sidewalks; areas that result in concentrated use, including campgrounds, picnic areas, playgrounds, parking lots and ski resorts; county parks unless otherwise designated and the Jordan River Parkway.
6. It is unlawful to possess an unleashed dog on even-numbered days in Millcreek Canyon.
7. This section shall not apply to dogs provided for in subsection B of Section 8.04.100, or when the Salt Lake Valley board of health adopts rules and regulations which set forth the times and places where dogs may be allowed, with or without physical restraint, without compromising the health and safety of humans, causing a nuisance or damaging property.
8. It is unlawful for any person to take any dog into or permit any dog to be at large in Parley's Historic Nature Park in any way contrary to any rules or regulations adopted by Salt Lake City setting out designated areas and trails where dogs may be either on-leash or off-leash.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.180 Attacks By Animals--Owner Liability--When Destruction Shall Be Authorized

1. It is unlawful for the owner or person having charge, care, custody or control of any animal to allow such animal to attack, chase or worry any human, domesticated

animal, any species of hoofed wildlife protected by any law or ordinance, or any pet or companion animal. "Worry," as used in this section, means to harass or intimidate by barking or baring of teeth, growling, biting, shaking or tearing with the teeth; or approaching any person in an apparent attitude of attack or any aggressive behavior which would cause a reasonable person to feel they were in danger of immediate physical attack.

2. Any penalty imposed as a result of prosecution of a person under subsection A of this section shall be in addition to any penalties or liabilities imposed upon such person by any other law or ordinance.

3. Defenses. The following shall be considered in mitigating the penalties or damages, or in dismissing a charge brought under subsection A of this section:

    1. That the animal was properly confined on the premises; or

    2. That the animal was deliberately or maliciously provoked.

4. Animals May Be Killed. Any person may kill (or take other protective action) an animal while it is committing any of the acts specified in subsection A of this section or while such animal is being pursued thereafter or to protect him/herself, or members of the public from any threat of death or personal injury then being posed by the animal.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.04.190 Dog And Cat Limits

There is no limitation on the numbers of dogs and cats that can be owned by a resident, provided that all dogs and cats are properly licensed and cared for. Dog and cat owners must abide by all applicable sections of Title 8 of these ordinances including, but not limited to, ordinances regarding proper care and maintenance, medical attention, and animal cruelty. Owners are required to prevent their animals from causing, and shall abate, any nuisances caused by animals including, but not limited to, noise and odor.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.05 RABIES CONTROL

8.05.010 Dog, Cat And Ferret Rabies Vaccination Requirements
8.05.020 Rabies Vaccination--When Valid
8.05.030 Rabies Vaccination--Veterinarian Duties--Certification And Tags
8.05.040 Impoundment Of Animals Without Valid Vaccination Tags
8.05.050 Rabid Animal Reports
8.05.060 Animals Exposed To Rabies

8.05.070 Management Of Animals That Bite Humans

8.05.010 Dog, Cat And Ferret Rabies Vaccination Requirements

1. The owner or person having charge, care, custody and control of a ferret, cat or dog four months of age or older shall have such animal vaccinated against rabies and shall thereafter ensure that such animal is revaccinated as often as is required to maintain the animal in a current rabies vaccination status. Any person permitting any animal to habitually be on or remain, or be lodged or fed within such person's house, yard or premises shall be responsible for the vaccinations of the animal. Unvaccinated ferrets, dogs or cats over four months of age acquired by the owner or moved into the jurisdiction must be vaccinated within thirty days of acquisition or arrival. Every dog, cat and ferret shall have a current rabies vaccination with a rabies vaccine approved by the current compendium of animal rabies control.
2. Veterinarians, cattery and kennel operators shall be responsible for determining that dogs, cats and ferrets are currently vaccinated for rabies prior to accepting the animal from their owners or caretakers for temporary housing on their premises.
3. The provisions of this section shall not apply to a veterinarian providing emergency medical care to a sick or injured animal.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.05.020 Rabies Vaccination--When Valid

1. Animals that have had a valid vaccination for rabies will not be considered to have a current vaccine until thirty days following the first vaccination and will be considered unvaccinated the day following the expiration of the last documented valid vaccination.
2. For the purpose of management of bite cases, an owner may, within the six months of expiration of the last vaccine, submit proof of protection against rabies. Such proof shall be in the form of a written statement from a veterinarian based upon a blood titer paid for by the owner, drawn after the bite and prior to, or within ten days of, any revaccination.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.05.030 Rabies Vaccination--Veterinarian Duties--Certification And Tags

1. It shall be the duty of each veterinarian, when vaccinating any animal for rabies, to complete a certificate of rabies vaccination, in duplicate, which includes the following information:
    1. Owner's name and address;

2. Description of the animal (breed, sex, markings, age, name);
3. Date of vaccination;
4. Rabies vaccination tag number;
5. Type of rabies vaccine administered; and
6. Manufacturer's serial number of vaccine.

2. A copy of the certificate shall be distributed to the owner and the original retained by the issuing veterinarian. The veterinarian and the owner shall retain their copies of the certificate for the interval between vaccinations specified in this chapter.

3. Additionally, a metal or durable plastic rabies vaccination tag, serially numbered, may be securely attached to the collar or harness of the animal. An animal discovered in public view and not wearing a rabies tag, or current license tag, shall be deemed to be unvaccinated and may be impounded or seized in accordance with law and dealt with pursuant to this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.05.040 Impoundment Of Animals Without Valid Vaccination Tags

1. Any vaccinated animal impounded because of a lack of a rabies vaccination tag may be reclaimed by its owner upon the owner furnishing proof of rabies vaccination and payment of all fees attributable to said animal's apprehension and impoundment accrued up to the date of release.

2. Any unvaccinated animal may be reclaimed by its owner prior to disposal of such animal under the procedures set forth hereafter in Section 8.07.040 of this title by payment of all fees attributable to said animal's apprehension and impoundment and by the owner posting a rabies deposit as found in Appendix A to the ordinance codified in this title. Such deposit may be recovered by owner upon showing proof of rabies vaccination within seventy-two hours of release.

3. Any animal not reclaimed prior to the period specified in Section 8.07.050 of this title shall be disposed of pursuant to that section.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.05.050 Rabid Animal Reports

1. Any person having knowledge of the presence or whereabouts of an animal known to have been exposed to or reasonably suspected of having rabies and any person having knowledge of an animal or person bitten by a wild or domestic carnivorous mammal or bat shall report such knowledge and all pertinent information available to the division and/or Salt Lake Valley health department. Any person having

custody of such animal shall confine the animal pending direction from the division or health department.

2. It is unlawful under this title for any person having knowledge of the presence or whereabouts of an animal known to have been exposed to, or reasonably suspected of having, rabies; or of an animal or person bitten by such an animal; to harbor, protect or otherwise interfere with the apprehension or identification of such animal or persons by wilfully withholding such knowledge from an animal control officer, peace officer, or any officer of the Salt Lake Valley health department or the Utah State Department of Health.

3. It is a violation of this title for an owner, or other person having the care, custody and control of an animal known, suspected or deemed to have been exposed to rabies as set forth in this section to fail to surrender such animal immediately upon demand by any peace officer, animal control officer, or officer of the Salt Lake Valley health department or Utah State Department of Health.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.05.060 Animals Exposed To Rabies

Any animal potentially exposed to rabies virus by a wild or domestic carnivorous mammal or a bat that is not available for testing shall be regarded as having been exposed to rabies.

1. Unvaccinated dogs, cats and ferrets exposed to a rabid animal shall be euthanized immediately. If the owner is unwilling to have this done, the animal shall be placed in strict isolation for six months under a veterinarian's supervision, at the owner's expense, and vaccinated one month before being released.

2. Dogs, cats and ferrets that are currently vaccinated shall be revaccinated immediately, kept under the owner's control and observed for forty-five days.

3. Livestock shall be handled as per the current compendium of animal rabies control.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.05.070 Management Of Animals That Bite Humans

1. An apparently healthy dog, cat or ferret that bites a person or another animal shall be quarantined and the following provisions shall apply:

    1. The animal shall be observed for a period of not less than ten days by the division and/or the Salt Lake Valley health department, and the owner of the animal shall be responsible for the cost of such quarantine.

2. The normal place for such quarantine shall be the division's animal shelter; however, other arrangements suitable to the division's director may be made for the period of observation specified herein upon the condition that the biting animal had a current rabies vaccination at the time the bite was inflicted.

3. A person having custody of an animal under quarantine at a place other than the division's animal shelter shall immediately notify the division if the animal shows any signs of sickness or abnormal behavior, or if the animal escapes from quarantine.

4. It is unlawful for any person who has custody of a quarantined animal to fail or refuse to allow an officer of the division, the Salt Lake Valley health department or a veterinarian designated by them, to make an inspection or examination of the animal during, and/or at the end of the period of quarantine.

5. If the quarantined animal dies within ten days from the date of the bite for which the animal was quarantined, the person having custody of such animal shall immediately notify the division of such fact and immediately deliver the animal to their veterinarian or the division for the removal and delivery of the head of such animal to a laboratory specified by the Utah State Department of Health for examination for rabies.

6. At the end of the quarantine period, the director or designee shall examine the quarantined animal and if no sign of rabies is present in the animal, the animal may be released to its owner. Stray animals shall be disposed of as provided in Section 8.07.050.

7. If, during the quarantine, the animal exhibits symptoms of rabies, it shall be immediately destroyed and tested.

8. Any stray or unwanted dog, cat or ferret that bites a person may be euthanized immediately and submitted for rabies examination, if an immediate examination is determined necessary by the Salt Lake Valley health department.

2. Animals other than dogs, cats or ferrets that might have exposed a person to rabies shall be reported immediately to the Salt Lake Valley health department. Case management will be a collaborative effort between the health department and the division.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.06 ANIMAL BITES AND NUISANCES

8.06.010 Nuisance--Penalties For Allowing
8.06.020 Animal Nuisance Abatement
8.06.030 Animal Bites--Reporting Requirements
8.06.040 Dangerous Or Vicious Animals
8.06.050 Control And Fencing Of Livestock

8.06.010 Nuisance--Penalties For Allowing

An owner or person having charge, care, custody or control of an animal or animals creating a nuisance or which constitute a "public nuisance animal" as defined in this title shall be guilty of allowing a nuisance in violation of this title and subject to the penalties provided in this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.06.020 Animal Nuisance Abatement

1. If the director has reasonable grounds to believe that an animal constitutes a "public nuisance animal," as defined in this title, and that such nuisance necessitates immediate abatement, he/she may issue an abatement order, by mail or posting, giving the animal owner or keeper seven days to abate the animal nuisance. If the animal nuisance is not abated within seven days after delivery of the abatement notice, the division may seize the animal(s) pending delivery of an order concerning the disposition of the animal(s) by a court of competent jurisdiction. Each day that an owner or keeper allows an animal nuisance to persist beyond seven days following delivery of an abatement notice will constitute a separate violation of this title.
2. If the court determines that the animal in question is not a nuisance and/or need not be abated for the public health and safety, the division shall return the animal to the owner or handler forthwith, and shall assume the responsibility for the costs incurred while the animal is under the care and keeping of the division. If the court determines that the animal in question constitutes a public nuisance, the owner or handler shall be liable to the division for the cost incurred by the division for the animal's care and keeping while the matter is before the courts, and for the cost of destroying the animal.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.06.030 Animal Bites--Reporting Requirements

1. Persons who obtain knowledge that an animal has bitten another animal or a human shall report the fact(s) to the division within twenty-four hours of the bite, regardless of whether the biting animal is of a species subject to rabies.

2. A physician, or other medical personnel, who renders professional treatment to a person bitten by an animal shall report that fact to the division or the Salt Lake Valley health department within twenty-four hours of his/her first professional attendance. Such report shall include the name, sex and address of the person bitten as well as the type and location of the bite. If known, the person making the report shall give the name and address of the owner of the animal that inflicted the bite, and any other facts that may assist the division of animal control in ascertaining the immunization status of the animal.

3. A veterinarian or other person who treats an animal bitten, injured or mauled by another animal shall report that fact to the division. The report shall contain the name and address of the owner of the injured animal, the name and address of the owner, if known, of the animal which caused the injury, and a description of the animal, if known, which caused the injury, and the location of the incident.

4. Any person not conforming with the requirements of this section shall be in violation of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.06.040 Dangerous Or Vicious Animals

It is a violation of this title for an owner or handler of a dangerous or vicious animal to allow or permit such animal to go or be off his/her premises unless such animal is under secure restraint and muzzled and/or confined so as to prevent it from injuring any person, property or other animal. The owner of any dangerous or vicious animal shall microchip the animal and register the microchip number with the division. Every animal so vicious and dangerous that it cannot be controlled by reasonable restraints, and every dangerous and vicious animal not effectively controlled by its owner or person having charge, care or control of such animal, so that it shall not injure any person or property, is a hazard to public safety, and the director may take the same action in regards to such animal as is permitted in Section 8.06.020, or may seek a court order for destruction of or muzzling of the animal.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.06.050 Control And Fencing Of Livestock

1. It is unlawful for an owner or handler of livestock to allow, either negligently or wilfully, the same to run at large in an area where such is not permitted by any law or regulation.

2. It is unlawful for an owner or handler of livestock to allow, either negligently or wilfully the same to be herded, pastured or to otherwise enter upon the land of another person without the consent of that person.

3. In areas where livestock are not permitted to run at large, the owner or handler of livestock shall construct adequate fencing and shall maintain such fencing to prevent livestock animals' escape from the owner's or handler's premises.

4. For the purposes of this section, "adequate fencing" means, at a minimum, mesh, barbed wire, chain link, rail or post fencing, or metal fence panels.

5. Because of the unusual hazards presented by stallions, such animals shall be confined in a fenced enclosure with a minimum fence height of eight feet.

6. Failure by an owner or handler to erect and maintain the fencing required by this section, thus permitting the escape of, or injury to persons, property or other domesticated animals, shall be a violation of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.07 IMPOUNDMENT

8.07.010 Animal Shelter And Facilities
8.07.020 Impoundment Authorized--When
8.07.030 Impoundment--Recordkeeping Requirements
8.07.040 Redemption Of Animals--Restrictions
8.07.050 Term Of Impoundment--Destruction Or Other Disposition Of Animals
8.07.055 Impounded Animals Not Released For Research Or Medical Testing
8.07.060 Sterilization Of Adopted And Impounded Animals

8.07.010 Animal Shelter And Facilities

1. Salt Lake County shall be responsible, within its legislative discretion, to provide suitable premises and facilities to be used as an animal shelter where impounded animals can be kept. The county, through the division, shall purchase and supply food and provide care for impounded animals.

2. The division shall provide for the destruction of dogs, cats, ferrets and other animals for which destruction is authorized by this title or by the laws of the state of Utah. Destruction shall be accomplished in accordance with standards established by the American Veterinary Medical Association, or in accordance with any other nationally recognized standards established for the proper destruction of animals; or by any method which, in the discretion of the director, is proper under the circumstances existing in the county.

3. The division may furnish, at the discretion of division personnel, when necessary, medical treatment to animals impounded pursuant to this title. Prior consent for such treatment from the owners of such animals shall not be required.

4. The division shall be entitled to recover from the owner of any affected animal the cost of the care and keeping, medical treatment, and euthanasia provided or performed under the authority of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.07.020 Impoundment Authorized--When

1. An animal control officer may impound or leave an animal in the custody of its owner or handler, according to such officer's discretion, whenever such animal is found to be in circumstances which violate the requirements of this title. If left in the custody of the owner or handler, such owner or handler shall nevertheless be required to respond to a notice of violation issued by the animal control officer.

2. An animal found in the following circumstances may be impounded by an animal control officer without the filing of a criminal complaint or obtaining a prior order from a court of competent jurisdiction:

    1. The animal is running at large outside its owner's or handler's premises;

    2. The animal is outside its owner's or handler's premises and is not licensed as required by this title. An animal not wearing a license tag shall be presumed to be unlicensed for the purpose of this subsection;

    3. The animal is sick or injured and its owner cannot be immediately located;

    4. The animal's owner or handler requests the division to impound the animal and pays, in advance, a fee reasonably calculated to pay for the cost the division will reasonably incur during impoundment and possible destruction of the animal;

    5. The animal is abandoned;

    6. The animal is outside its owner's or handler's premises and is known by the animal control officer to be without the rabies vaccination(s) required by this title. An animal not wearing a rabies tag shall be presumed to be unvaccinated, for the purpose of this subsection;

    7. The animal is known by the animal control officer to have been exposed to rabies or bitten by a rabid animal;

    8. The animal is to be otherwise held for quarantine;

    9. The animal is a vicious animal and not properly confined or restrained as required by Section 8.06.040 of this title; or

10. The animal is not being kept or maintained as required by any other provision of this title, and as a result thereof, the animal poses an imminent threat to the health and safety of persons, other animals or itself.

3. The circumstances set forth in this section are not intended to be a complete list of those in which the division, and its animal control officers, may impound an animal without a prior order from a court of competent jurisdiction; and such officers are authorized to act as necessary to maintain the peace and safety of Salt Lake County under the requirements of this title and under the requirements of law.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.07.030 Impoundment--Recordkeeping Requirements

The impounding facility shall keep record of each animal impounded, which shall include the following information:

1. Complete description of the animal, including tag numbers;
2. The manner and date of impound;
3. The location of the pickup and name of the officer picking up the animal;
4. The manner and date of disposal;
5. The name and address of the person who redeems, purchases or adopts the animal;
6. The name and address of any person relinquishing an animal to the impound facility;
7. All fees received on behalf of the animal; and
8. All costs of impoundment allocable to the animal which accrue during its impoundment.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.07.040 Redemption Of Animals--Restrictions

1. The owner of any impounded animal or his/her authorized representative (a legally responsible adult of age eighteen or more) may redeem such animal before disposition, provided he/she pays:
    1. The impound fee;
    2. The daily board charge;

3. Veterinary costs incurred during the impound period, including rabies vaccination or rabies vaccination deposit;
4. License fee, if required;
5. A transportation fee if transportation of an impounded animal by specialized equipment is required. "Specialized equipment" is that equipment, other than the usual patrol and operation vehicles of animal control, which is designed for specific purposes such as, but not limited to, livestock trailers and carcass trailers. The director of animal services shall determine this fee at a level that approximates the cost of utilizing the specialized equipment in the particular situation;
6. Any other expenses incurred to impound an animal in accordance with state or local laws;
7. Any unpaid (past due) fees and fines incurred by the owner; and
8. If any dog or cat is fertile, the owner shall also pay a sterilization deposit and comply with other requirements established by Utah Code 17-42, (1953) as amended, and implemented by the division. For the purposes of this subsection, the term "recipient" contained in the referenced Utah statute shall include an owner or his/her authorized representative who is redeeming his/her animal after impound.
9. If an animal is impounded on two or more occasions without wearing identification or license tags, the owner may be required to purchase microchip identification in addition to impound fees.

2. The director, subject to the approval of Salt Lake County, shall set, and periodically revise when necessary, maximum impound fees and daily board charges for the impounding of animals. Such fees shall be published in Appendix A to the ordinance codified in this title. Such fees may take into account the type of animal impounded, the owner's compliance with animal licensure requirements, the number of confinements in the preceding year, and the duration of the confinement. No impound fees will be charged the reporting owners of suspected rabid animals if they comply with Chapter 8.05 of this title.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.07.050 Term Of Impoundment--Destruction Or Other Disposition Of Animals

1. Animals shall be impounded for a minimum of three business days before further disposition unless the animal is wearing a license tag or other identification, in which case it shall be held a minimum of five calendar days. Reasonable efforts shall be made to notify the owner of any animal wearing a license or other

identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Any animal voluntarily relinquished to the animal control facility by the owner thereof for destruction or other disposition need not be kept for the minimum holding period before release or other disposition.

2. All animals, except those quarantined or confined by court order, or those subject to Utah Code § 4-25-4, (1953) as amended, which are held longer than the minimum impound period, and all animals voluntarily relinquished to the impound facility, may be destroyed or disposed of as the director shall direct. Any healthy pet may be adopted to any qualifying person desiring to adopt such animal, for a price as published in Appendix A to the ordinance codified in this title. The director shall require the sterilization of any healthy dog, cat, ferret or rabbit sold or released under this chapter and shall also comply with the requirements of Utah Code 17-42, (1953) as amended.

3. Any licensed animal impounded and having or suspected of having serious physical injury or contagious disease requiring medical attention may, in the discretion of the director, be released to the care of a veterinarian with the consent of the owner.

4. When, in the judgment of the director, it is determined that an animal should be destroyed for humane reasons or to protect the public from imminent danger to persons or property, such animal may be destroyed without regard to any time limitations otherwise established in this title, and without court order.

5. The director may destroy an animal upon the request of an owner without transporting the animal to county facilities. An appropriate fee shall be charged the owner for the destruction and any subsequent disposal of the carcass performed by the division.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.07.055 Impounded Animals Not Released For Research Or Medical Testing

Pursuant to the provisions of Utah Code § 26-26-3(1), the county council hereby directs that no animal may be released from impoundment or the facility for research or medical testing purposes. The director (or designee) may deny an adoption or rescue request if the director (or designee) reasonably believes that the animals may be used for research or medical testing purposes.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.07.060 Sterilization Of Adopted And Impounded Animals

1. A dog, cat, ferret or rabbit adopted from the division's animal shelter shall be sterilized.

2. The division may allow the conditional adoption of an unsterilized dog, cat, ferret or rabbit, because of the age of the animal, or as otherwise deemed necessary by the division. Such conditional adoption shall become final upon proof to the division that the animal has been sterilized. Failure to sterilize results in forfeiture of the animal to the division.

3. A dog or cat owner reclaiming an impounded pet shall comply with the "County Animal Shelter Pet Sterilization Act," Utah Code 17-42, (1953) as amended; and comply with the procedures adopted by the division to conform with such law.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.08 CRUELTY TO ANIMALS

8.08.010 Care And Maintenance Responsibility
8.08.020 Keeping Of Diseased Or Painfully Crippled Animals
8.08.030 Abandonment Of Animals
8.08.040 Hobbling Animals
8.08.050 Animals In Vehicles
8.08.060 Physical Abuse Of Animals
8.08.070 Injury To Animals By Motorists--Duty To Stop And Assist
8.08.080 Poisoning Animals
8.08.090 Steel-Jaw Traps
8.08.100 Mistreatment Of Animals
8.08.110 Baby Rabbits And Fowl--Restrictions
8.08.120 Selling Certain Turtles Prohibited
8.08.130 Tethering Of Dogs--Restrictions
8.08.140 Tethering Of Dogs--Exemptions

8.08.010 Care And Maintenance Responsibility

It is unlawful for an owner or handler of an animal to withhold food, drink, care, adequate space and shelter from such animal, which is reasonably necessary to maintain such animal in good health, comfort and safe from potential hazards.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.020 Keeping Of Diseased Or Painfully Crippled Animals

1. It is unlawful for any person to abandon or turn out at large any sick, diseased or disabled animal.

2. It is unlawful for the owner or handler of an animal rendered worthless to such owner or handler by reason of disease or disability, to allow such animal to continue to live in a diseased or disabled state. Such owner or handler shall

dispose of such animal by killing the same in a humane manner, or by contacting the division. Upon such contact, the division shall assume responsibility for disposition of the animal provided that the owner or handler shall pay a fee, in advance, to the division to pay for the division's cost in disposing of the animal. If the owner or handler fails to pay such fee, and fails to dispose of the diseased or disabled animal as required above, such person shall be in violation of this title.

3. It is unlawful for an owner or handler of an animal which is infected with a disease, or is in a painfully crippled condition, to have, keep or harbor such animal without placing the animal under veterinary care and/or to dispose of such animal as required in subsection B of this section.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.030 Abandonment Of Animals

It is unlawful for any person to abandon any animal within the geographical boundaries of Salt Lake County.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.040 Hobbling Animals

It is unlawful for any person to hobble livestock or other animals by any means that may cause injury or damage to any animal.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.050 Animals In Vehicles

It is unlawful for any person to carry or confine any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to carrying or confining such animal without adequate ventilation or for an unusual length of time. Persons transporting an animal in the open bed of a vehicle must physically restrain the animal in such a manner as to prevent the animal from jumping or falling out of the vehicle.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.060 Physical Abuse Of Animals

It is unlawful for any person to kill without legal justification, maim, disfigure, torture, beat, whip, mutilate, burn or scald, over-drive or in any manner treat any animal in a cruel or malicious manner. Each instance of such treatment shall constitute a separate offense.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.070 Injury To Animals By Motorists--Duty To Stop And Assist

1. The operator of a motor vehicle or other self-propelled vehicle being operated upon the streets of Salt Lake County (within the area of authority of this title) shall, in the event such vehicle should strike and injure or kill any domesticated animal, give reasonable aid and assistance and/or protection to such animal, without placing himself or herself at unreasonable risk, and call and report the facts pertaining to the incident to either of the following authorities:
    1. The county sheriff;
    2. Other police agency having jurisdiction in the area where the animal is struck; or
    3. The division.
2. After making the report required above, the operator shall comply with the instructions given by the agency contacted and shall, if instructed, remain at the scene until appropriate police or animal control authority arrives. After arrival of appropriate authority, the operator shall cooperate with such authority in the investigation and reporting of the incident.
3. As an alternative to complying with the requirements set forth above, the motor vehicle operator may transport the animal which has been struck to the division's animal facility, or, in the case of an animal which is injured and not dead, to a veterinarian for treatment of the animal's injuries. If the operator chooses the latter course of action, he/she shall be responsible for the cost of treatment if required by the veterinarian. The division shall not be responsible for the cost of treatment unless it has accepted responsibility after the operator's compliance with any of the requirements of this section.
4. This section shall not apply to operators of emergency vehicles if such vehicles are being operated in response to a bona-fide emergency situation at the time the animal is struck. Emergency vehicle operators who strike an animal during a response to a bona-fide emergency situation shall notify the division of the incident as soon as is practicable thereafter.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.080 Poisoning Animals

Except as provided in this section, it is unlawful for any person by any means to knowingly and recklessly make accessible to any animal, with intent to cause harm or death, any substance which has in any manner been treated or prepared with

any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of the public health, when applied in such a manner as to reasonably prohibit access to other animals.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.090 Steel-Jaw Traps

It is unlawful for any person to use steel-jaw traps to trap animals, unless authorized by the director.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.100 Mistreatment Of Animals

It is unlawful for any person to provoke any animal, which is being kept, housed or confined in compliance with this code.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.110 Baby Rabbits And Fowl--Restrictions

1. It is unlawful for any person to sell, to offer for sale, offer to give as a prize, premium or advertising device, or display in any store, shop, carnival or other public place, any baby rabbits or fowl under eight weeks of age in any quantity less than six.
2. It is unlawful for any person to sell, offer for sale, barter or give away any baby rabbits or fowl under eight weeks of age during the two week period preceding Easter in any quantity less than twenty-five.
3. It is unlawful to artificially dye or color any animal under six months of age.
4. Nothing in this provision shall be construed to prohibit the purchase and raising of such rabbits and fowl by a private individual for his/her personal use and consumption; provided, that he/she shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his/her possession.
5. It is unlawful to offer as an advertising device or to display any animal without keeping adequate food and water available for them at all times.
6. Each day an offense occurs or continues shall be a separate offense.
7. It is unlawful for any person to offer as a premium, prize, award, novelty or incentive to purchase merchandise, any live animal. Nothing herein shall be construed to

prohibit the offering or sale of animals in conjunction with the sale of food or equipment designed for the care or keeping of such animals.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.120 Selling Certain Turtles Prohibited

It is unlawful to own or sell, barter or trade any Chrysemys scripta-elegans, Red-Eared Sliders, that are four inches in length or smaller, or P. troostii, family Testudinidae, "pet turtles."

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.130 Tethering Of Dogs--Restrictions

1. It is unlawful for an owner or handler of a dog to tether a dog in any manner that would cause injury or damage to the dog, or when restriction of freedom of movement would endanger a dog. A tether must be of sufficient length to provide the dog with adequate space. Each dog tethered in violation of this section shall constitute a separate offense.
2. It is unlawful for an owner or handler of a dog to tether a dog for longer than ten hours within a twenty-four-hour period. Each dog tethered in violation of this section shall constitute a separate offense.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.08.140 Tethering Of Dogs--Exemptions

The provisions of Section 8.08.130.B. will not apply in the following circumstances:

1. The owner or handler has been mandated by animal services to keep the dog properly restrained at all times by the use of a tether or other means of containment.
2. The owner or handler has a dog that is registered as a dangerous animal under Section 8.03.130 of these ordinances.
3. The owner or handler of a dog has made application with animal services for an extension to the maximum tethered hours in 8.08.130.B. The application has passed review and inspection. Written notice has been given to the owner or handler of the approved extension.
4. The owner or handler has attached the dog to a running line, pulley or trolley system. The dog shall not be tethered to the running line, pulley or trolley system by means of a choke collar, choke chain or pinch collar.

5. The owner or handler has tethered the dog pursuant to the requirements of a park, camping or recreational area.
6. The owner or handler has tethered the dog while actively engaged in the business of shepherding or herding cattle, sheep or other livestock or conduct that is directly related to the business of cultivating agriculture products if the restraint is reasonably necessary for the safety of the dog.
7. The owner or handler is actively engaged in a lawful licensed hunting activity.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.09 WILD, DANGEROUS AND EXOTIC ANIMALS

8.09.010 Prohibitions Relating To Wild, Dangerous And Exotic Animals--Exceptions

8.09.010 Prohibitions Relating To Wild, Dangerous And Exotic Animals--Exceptions

1. It is unlawful for any person to sell, offer for sale, barter, give away, keep, own, harbor or purchase any wild, dangerous or exotic animal, as defined in Title 50 of the Code of Federal Regulations, Utah law or regulation, or Sections 8.01.150, 8.01.220 and 8.01.430 of this title; or which is otherwise a vicious animal or a nuisance as defined in this title.
2. The prohibitions of subsection A of this section shall not apply to a person, animal shelter, zoological park, veterinary hospital, 501(c)(3) animal welfare shelter, public laboratory, circus, sideshow, amusement show, or facility for education or scientific research if such organizations are otherwise licensed or permitted as provided in this title, and such animals are restrained or confined in such a manner as to prevent their escape and/or injury to the public.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.10 ENFORCEMENT AND PENALTIES

8.10.010 Violation Of Title--Penalties
8.10.020 Issuance Of Criminal Citations--Notice Of Violations And Stipulation
8.10.030 Violation--Procedure For Court Orders
8.10.040 Pick Up Orders

8.10.010 Violation Of Title--Penalties

1. Any person who violates any mandate or prohibition contained in this title or Section 19.04.305 of the Salt Lake County Code of Ordinances shall be penalized according to the provisions of this title or the provisions of Section 1.12.010 of the Salt Lake County Code of Ordinances.

2. Any person who violates any provision of this title shall be subject to civil penalties and fees as adopted by the City.

3. In addition to criminal penalties, civil fines, and fees, the City may seek other relief to prevent threats to public safety or public nuisance including, but not limited to, permanently enjoining the housing of an animal at a property, requiring the installation of means of confinement to prevent an animal from escaping the property at the owner's expense, seizing an animal, destroying an animal, or seeking other measures to prevent threats to public safety and public nuisance, including muzzling, tethering, or confining an animal consistent with the requirements of this title.

4. To obtain an injunction, the City need only establish a violation of this title by a preponderance of the evidence.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.10.020 Issuance Of Criminal Citations--Notice Of Violations And Stipulation

1. A peace officer and/or animal control officer is authorized to issue a criminal citation to any person upon a charge of violating any provisions of this title and to any person upon a charge of violating Section 19.04.305 of the Salt Lake County Code of Ordinances. The form of the citation, and proceedings to be handled upon the basis of the citation, shall conform to the provisions of the Utah Code of Criminal Procedure, including, but not necessarily limited to, Utah Code §§ 77-7-18 through 77-7-22, (1953) as amended.

2. Where violations of Title 8 of this Code of Ordinances or of zoning ordinance Section 19.04.305 are observed, an animal control officer may issue a notice of violation. The notice of violation shall state, with reference to the pertinent sections of this title, the action necessary to abate the violation, the compliance date by which the violator must comply, any fines or fees which may accrue, and how the notice may be appealed.

3. With approval of the Mayor, animal control officers may enter into stipulations and settlements with owners to resolve violations.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.10.030 Violation--Procedure For Court Orders

Court orders or administrative hearing orders pursuant to this title shall be obtained according to the procedures set forth in title 12 of this code.

Adopted by Ord. 17-02-03 on 2/2/2017

8.10.040 Pick Up Orders

The director or his authorized representative may petition the court or hearing officer for a "pick up order" for an animal within the premises of and/or under the control of a person who is in violation of this title or in violation of Section 19.04.305 of the Salt Lake County Code of Ordinances. This section may be used for, but is not limited to, picking up of animals pursued but not captured by an animal control officer, nuisance animals or for any other violation of this title.

8.10.050 Notice of Violation Administrative Procedures

A Notice of Violation may be appealed consistent with the administrative procedures set forth in Title 12 of this code.

8.10.060 Enforcement

Violations of this title may be enforced administratively consistent with the procedures set forth in title 12 or by filing criminal or civil actions in the District Court as provided by law. The City has sole discretion to decide whether to file a civil or criminal case for a violation. They City may file both, or one or the other. The possibility of an administrative remedy pursuant to title 12 shall in no way interfere with the City's right to prosecute violation of this title as criminal or civil offenses, including any requirement to exhaust administrative remedies. The City may use any of the remedies available under the law in both civil and criminal prosecution. If the City chooses to file both civil and criminal charges for the same violation, no civil penalties may be assessed, but all other remedies are available.

8.10.070 Separate Offenses

Every violation of any provision of this title is a separate and distinct offense. Each day of violation of this title is a separate and distinct offense.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

1.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.11.040 (Reserved)

Chapter 8.12 DOMESTIC FOWL

8.12.010 Purpose
8.12.020 General Conditions, Restrictions And Limitations
8.12.030 Non-Commercial Use Only--Slaughtering
8.12.040 Permit Required
8.12.050 Number And Location Of Domestic Fowl And Related Structures
8.12.060 Enclosures And Coops
8.12.070 Health And Sanitation
8.12.080 Enforcement
8.12.090 Nuisance And Trespass
8.12.100 Penalties
8.12.110 Compliance--Pre-Existing Structures

8.12.010 Purpose

This Chapter provides standards for keeping domestic fowl in residential neighborhoods on single-family residential lots and duplexes. It allows residents to keep a limited number of domestic fowl for non-commercial purposes, while establishing standards to limit adverse impacts on neighboring properties and ensure the health of persons and domestic fowl and the sanitation of domestic fowl-related structures.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.020 General Conditions, Restrictions And Limitations

1. Persons may keep domestic fowl on single-family residential or duplex lots in accordance with the terms and provisions of this ordinance. Persons in rental properties may keep domestic fowl only with the written permission of the property owner.
2. Existing Salt Lake County planning and zoning regulations and ordinances that prohibit the keeping of fowl on residential property shall be superseded by any specific contradictory provisions of this ordinance.
3. It is unlawful for any person who is the owner, keeper or temporary custodian of any domestic fowl to allow the fowl to be at large, off the premises or outside the enclosure owned by the owner, keeper or temporary custodian; provided, however, fowl may be permitted outside the enclosure in a fenced yard during daylight hours.
4. It is unlawful for any person to keep or maintain in an unclean or unsanitary state or condition any coop, enclosure or other structure or area in which any domestic fowl is kept.

5. It is unlawful for the owner, keeper or custodian of any domestic fowl to allow the animal(s) to be a nuisance to any neighbor(s), including but not limited to creating noxious odors from the animals, their waste, coop, or related structure or generating noise of a loud and persistent nature. An officer of Animal Services or the Salt Lake Valley Health Department will determine whether a nuisance exists on a case-by-case basis.

6. All places where any domestic fowl is kept shall at reasonable times and upon reasonable notice be subject to inspection for cleanliness, health and sanitation purposes by an Animal Services officer or representative of the Salt Lake Valley Health Department.

7.

    1. For the purposes of this chapter, only ducks, adult female chickens and baby chicks of either gender are considered "domestic fowl" and may be kept under this chapter. No geese, turkeys, peafowl, or crowing hens or adult male chickens may be kept. Except as set out in Subsection 2, below, no other bird species shall be kept.

    2. The keeping of pigeons, birds normally and generally considered household or indoor pets, birds of prey, or exotic or unusual bird species are not addressed by this chapter and are regulated by other separate federal, state or county laws, ordinances, or regulations.

8. The total area of all accessory buildings on a lot, including coops, may not exceed twenty-five percent of the rear yard's area.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.030 Non-Commercial Use Only--Slaughtering

1. Domestic fowl shall be kept for personal use only. The selling of eggs or fertilizer or the breeding of domestic fowl for commercial purposes is prohibited.

2. The slaughtering of domestic fowl on the premises is allowed in areas not visible to the public and must be accomplished in a humane and sanitary fashion. All entrails and by-products of the slaughtering process shall be discarded in accordance with Health Department regulations.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.040 Permit Required

1. A permit issued by animal services is required before a person may keep domestic fowl. An annual domestic fowl permit fee shall be established in accordance with Section 3.42.040 of these ordinances.

2. Prior to issuance of any domestic fowl permit, applicants shall submit a completed written application which complies with the requirements of this chapter and is signed and certified as true and accurate by the applicant. All requirements, attachments and fees set forth on the application shall be satisfied and submitted to Animal Services, before the application shall be deemed completed. The following information shall be provided:

    1. A completed and signed application.

    2. The appropriate fee shall be paid.

    3. As part of the initial application process, the applicant shall consent in writing to an on-site inspection of coop, enclosure and surroundings, by county representatives. Any on-site inspection shall be conducted at reasonable hours and with reasonable notice.

    4. Permits must be renewed and the fee paid annually.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.050 Number And Location Of Domestic Fowl And Related Structures

1. Except in areas in which the keeping of animals and fowl for family food production is allowed under Title 19 of this Code, a person shall have no more domestic fowl than the following:

    1. Three adult fowl and three baby chicks in R-1-4 or R-1-6 or in any duplex.

    2. Five adult fowl and five baby chicks in R-1-7 or R-1-8.

    3. Eight adult fowl and eight baby chicks in R-1-10 or R-1-15.

2. Any domestic fowl, enclosure or coop shall be located only in a side or rear yard. No coop, enclosure or domestic fowl shall be allowed in any front yard.

3. No domestic fowl structure shall be located within twenty-five feet of the nearest entrance to the dwelling, measured from the edge of the coop to the nearest edge of the dwelling entrance. The coop must be at least forty feet from any human dwelling, school or church located on an abutting property not owned by the keeper of the fowl, measured from the edge of the coop to the nearest edge of any human dwelling, school or church unless the written consent for a shorter distance is obtained from the abutting property owner.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.060 Enclosures And Coops

1. Feeding and watering of domestic fowl shall take place only in a predator proof, bird proof area within the coop. The area must be completely enclosed with roof and doors; it shall be free from cracks and holes; it shall be kept in good repair at all times; it should be well-ventilated; windows or ventilation holes shall be covered with one-half-inch hardware cloth; and access doors for persons or fowl shall close tightly and be closed during nighttime hours. All stored feed must be kept in a rodent- and predator-proof container.

2. The coop shall provide a minimum of two square feet per fowl and be of sufficient size to permit free movement of domestic fowl. No coop shall be taller than eight feet. The coop shall be easily accessible for cleaning and maintenance.

3. Domestic fowl and related structures and areas must be maintained in a manner that will not disturb the use and enjoyment of neighboring lots due to noise, odor or other adverse impact.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.070 Health And Sanitation

Any domestic fowl enclosure, coop and surroundings shall be kept and maintained in a clean and sanitary condition. All droppings within the coop and the enclosure shall be cleaned out at least once every two weeks. Coops must be thoroughly cleaned with a standard disinfectant at least once per calendar quarter.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.080 Enforcement

1. Animal Services may conduct an onsite inspection, at reasonable times and upon reasonable notice, to determine if violations exist, and leave written notice to take corrective action with the owner, keeper or custodian of any domestic fowl or related structures. The owner, keeper or custodian shall take corrective action and comply with the notice within ten days. If the violations are not corrected in the allotted time, Animal Services may issue a citation. Written notice may be issued to any domestic fowl owner, keeper or custodian either personally or by mail, if a violation of the code has occurred.

2. In health emergencies declared by the director of the Health Department, including but not limited to an outbreak of Avian Flu, West Nile virus and the like, immediate corrective action may be required, in accordance with applicable Health Department regulations and procedures.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.090 Nuisance And Trespass

It is unlawful for the owner, keeper or custodian of any domestic fowl to permit the animal(s) to trespass on the premises of another or to permit or maintain a nuisance consisting of noise, odor, or other condition, in violation of this ordinance.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.100 Penalties

If violations of this ordinance exist or corrective action has not been taken in a timely manner following notice, a citation may be issued by Animal Services or by the sheriff. No person convicted of three or more violation citations in a twelve-month period may keep domestic fowl.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.12.110 Compliance--Pre-Existing Structures

Any person maintaining a pre-existing domestic fowl coop, enclosure, or other structure or facility shall come into compliance with the provisions of this ordinance within ninety days of the effective date of this ordinance and must be in compliance with the restrictions, construction requirements, minimum distance requirements, and all other provisions of this chapter.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.13 FERAL CATS

8.13.010 Feral Cats--Impoundment And Disposition

8.13.010 Feral Cats--Impoundment And Disposition

1. Impounded cats identified as feral pursuant to this code of ordinances shall be held by Animal Services for the mandatory period set out in Section 8.07.050.A.
2. At the end of the mandatory holding period, the feral cat shall be released within a reasonable proximity to where it was trapped or picked up.
    1. Each cat shall be sterilized, identified by "ear- tipping" and vaccinated (including rabies vaccination) prior to release.
    2. The release of a feral cat under the provisions of this section shall not be considered "abandonment" under the provisions of section 8.01.010.
3. The director (or designee) has discretion to refuse release of a feral cat.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

Chapter 8.14 DOG BREEDERS

8.14.010 License
8.14.015 License--Responsible Breeder--Five-Year License
8.14.020 Inspections
8.14.030 Standards
8.14.040 Records
8.14.050 Enforcement And Penalties

8.14.010 License

1. Dog breeders shall obtain a license issued by the division, in addition to any current general kennel or fancier's permit required by ordinances.
2. An applicant for a license shall submit an application on a form prescribed by the division, together with an annual, non-refundable license fee in an amount determined by the council.
    1. A dog breeder may apply for a refund of the breeder license fee upon showing that the female dog was sterilized within 60 days after the litter was born.
3. The division, through its inspector, may conduct an inspection for the license requested by the applicant to determine whether the applicant qualifies to hold a license pursuant to this section. The division shall issue the license upon receipt of the application and annual license fee and upon satisfactory completion of any required or qualifying inspection and compliance with all requirements of these ordinances.
4. A license will not be issued to an applicant who has pled no contest or has been found to have violated any federal, state or local laws or regulations pertaining to animal cruelty within five years of the date of application.
5. An applicant who does not receive a license shall be afforded the opportunity for a hearing before a hearing officer of the division to present evidence that the applicant is qualified to hold a license.
6. This section shall not apply to:
    1. Any person licensed or subject to inspection by the United States Department of Agriculture pursuant to the deferral Animal Welfare Act (Title 7 U.S.C. Sec. 2131 et seq.) and its regulations (Title 9, C.F.R.).
    2. Any evacuation or management activity associated with any emergency or disaster declared by local, state or federal government.

7. A license to operate as a dog breeder shall be renewed by filing with the division annually a renewal application and license fee.

8. License registration should be made prior to any litter being delivered. Failure to timely register under this ordinance may result in additional penalties, including a late fee as established by the council.

9. A license is not transferable to another person or location.

10. A licensee may be put on probation requiring him or her to comply with the conditions set out in an order of probation issued by the division, may be ordered to pay a civil penalty or may have his or her license suspended after:

    1. The division determines the licensee has not complied with the provisions of this section or with division regulations;

    2. The licensee is given written notice to comply and written notice of the right to a hearing to show cause why the license should not be revoked; and

    3. The division finds that issuing an order revoking the license is appropriate based on the hearing record or on available information if the hearing is waived in writing by the licensee or the licensee does not appear at a scheduled hearing after the licensee has received notice of the hearing.

11. The facility or operation of any licensee whose license has been suspended shall close and remain closed and all operations cease until the license has been reinstated and a new license is issued. Any facility or operation for which the license is revoked shall not be eligible to apply for a new license until one year after the date of the order revoking the license or, if the revocation is appealed, one year from the date of the order sustaining the revocation.

12. The division may terminate proceedings undertaken pursuant to this section at any time if the reasons for instituting the proceedings no longer exist. A license which has been suspended may be reinstated, a person with a revoked license may be issued a new license, or a licensee may no longer be subject to an order of probation if the division determines the conditions which prompted the suspension, revocation, or probation have been remedied or no longer exist.

13. A licensee shall have the right to appeal adverse decisions to the division director or designee.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.14.015 License--Responsible Breeder--Five-Year License

1. Licensees belonging to recognized organizations which require and enforce adherence to a code of ethics and standards specific to their breed may obtain a five-year license, at no charge.

2. Recognized organizations:
    1. Local, regional or national dog club or organization recognized by the American Kennel Club which have a written code of ethics that members are held accountable to in order to remain member in good status standing, or
    2. If the breed is not recognized by the American Kennel Club then a local, regional or national dog club or an organization recognized by the United Kennel Club which has a written code of ethics that members are held accountable to in order to remain member in good status standing, or,
    3. If the breed is not recognized by the American Kennel Club or the United Kennel Club the organization may be recognized by providing the following information to the Division:
        1. Articles of organization and bylaws (or equivalent);
        2. Copy of the organization's code of ethics; and
        3. Statement regarding member's requirement to abide by code of ethics to maintain membership.
3. Application for five year license must include the following:
    1. Proof that the applicant is a member in good standing with a recognized organization, and
    2. A copy of the recognized organization's code of ethics (or equivalent) that members are held accountable to in order to maintain member-in-good-standing status. The code of ethics must include at a minimum:
        1. Expectations for following guidelines and recommendations for breed specific health and medical testing;
        2. Prohibits selling, trading or bartering of a puppy/adult that is sick, or ship or deliver to the buyer a puppy less than eight weeks of age; and
        3. Requirements to take back or make rescue or placement arrangements for any dog produced that has been displaced or abandoned at any time during its life.
4. A five year license may be revoked if the licensee is found to have lost member-in-good-standing status or if the licensee is found to be in violation of any section of this chapter.
5. Organizations found to not be enforcing their member's adherence to the organization's standards and code of ethics may be suspended from participating in the five-year license program for two years During the two-year period of the

organization's suspension, no five-year licenses will be issued or renewed to members of the suspended organization.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.14.020 Inspections

1. The division may inspect any dog breeders licensed under these ordinances to determine compliance. The division may conduct additional inspections upon receipt of a complaint or on its own motion to insure compliance with these ordinances. When an inspection produces evidence of a violation of these ordinances or division regulations, a copy of an inspector's written report of the inspection, including alleged violations, shall be provided to the applicant or licensee, together with written notice to comply within the time limit established by the division.
2. The inspector, for purposes of inspection, may with an appointment enter the premises of any applicant or licensee during normal business hours and in a reasonable manner, including all premises in or upon which dogs are housed, sold, exchanged, or leased or are reasonably suspected of being housed, sold, exchanged or leased. An applicant or licensee shall, upon request of the inspector, provide assistance in making any inspection authorized under this section and its regulations.
3. The private residence of any applicant or licensee shall be available for purposes of inspection only if dogs are housed within the residence, including a room in such residence, and only the portion of the residence used as an enclosure shall be open to an inspection pursuant to this section.
4. The division shall have authority to investigate reported violations of these ordinances and division regulations, including failure to obtain a license as a dog breeder, as required under this chapter.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.14.030 Standards

1. Licensees shall ensure that appropriate preventative and therapeutic veterinary care is provided.
2. Each licensee must have a plan for disaster response and recovery, including but not limited to, structural damage, electrical outages and other critical system failures.
3. All dogs over four months old must be properly licensed.

4. All dogs must be provided necessary and appropriate veterinary care, including, at a minimum, an examination at least annually by a licensed veterinarian, prompt treatment of any illness or injury by a licensed veterinarian, and, where justified, humane euthanasia by an appropriate agency using lawful techniques determined acceptable by the division.

5. All dogs shall be provided sufficient housing, including protection from the elements, constant and unfettered access to an indoor enclosure that has a solid floor (a wire-mesh or similar floor is not permitted), no stacking of one animal's enclosure above or below another animal's enclosure, and waste removal at least once a day while the dog is outside the enclosure.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.14.040 Records

1. A licensee shall maintain accurate records for each dog within the licensee's care for at least five years including:
    1. The date the dog enters the kennel facility;
    2. The person from whom each dog was purchased or obtained, including the name, address and phone number of the person, and license or registration number if applicable;
    3. A description of each dog, including the color, breed, sex, date of birth (if not known, the approximate age) and weight;
    4. A description of any tattoo, microchip, or other identification number carried by or appearing on the dog;
    5. For breeding females:
        1. Breeding dates;
        2. Whelping dates;
        3. Number of puppies per litter; and
        4. Sire for each litter.
    6. All preventative and therapeutic veterinary care provided for each dog; and
    7. The disposition of each dog and the date.
2. A copy of the dog's record, as required by this section, shall be provided at the time of transfer of ownership. Registration of any tattoo, microchip, or other identification number shall also be transferred.

3. Licensees shall provide copies of records listed in this section to the inspector, as requested, to enforce the provisions of this section or its regulations.

HISTORY
Adopted by Ord. 17-02-03 on 2/2/2017

8.14.050 Enforcement And Penalties

1. In enforcing this section, the division may:
    1. Issue an order or probation;
    2. Issue a cease and desist order;
    3. Suspend or revoke a license; or
    4. Seek other injunctive relief as may be necessary to enforce this section and its regulations, including impounding and seizing dogs where the division determines there is significant threat to the health or safety of the dogs harbored or owned by the licensee. Costs incurred for the care of animals impounded or seized under this section shall be recoverable from the owner of the animal who is found to have violated provisions of the section.
2. Each act committed against an individual animal in violation of these ordinances or division regulations, and each day during which a violation continues, shall constitute a separate offense for purposes of this section.
3. A failure to comply with these ordinances shall constitute a class B misdemeanor. The attorney's office may bring an action to collect unpaid license fees and/or unpaid civil penalties.
4. It shall be a violation of this section for any person to:
    1. Deny access to any inspector or offer any resistance to, thwart, or hinder an inspector by misrepresentation or concealment;
    2. Interfere with, threaten, verbally or physically abuse, or harass any inspector in the course of carrying out inspection duties;
    3. Fail to disclose all dog housing locations owned or controlled by a licensee; or
    4. Violate an injunction order or order of compliance issued pursuant to this section.
5. Proceedings undertaken under this section shall not preclude the division from seeking other civil or criminal actions. This section does not prohibit the division from assisting a law enforcement agency in a criminal investigation. Nothing in this Section shall be construed to prohibit prosecution under state statute or county ordinance.

HISTORY