



WHITE CITY METRO TOWNSHIP COUNCIL MEETING AGENDA

**Thursday, June 3, 2021
6:00 PM**

White City Water Improvement District
999 E Galena Drive, White City 84094

Due to the COVID-19 pandemic, this meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend due to social distancing or other health reasons. Seating is limited and will be restricted to the Township Council, staff, and participants. Also, pursuant to Health Orders, masks may be required, and social distancing maintained. The general public may attend electronically by following 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.

6:00PM – WORKSHOP

1. Discussion / Clarification of Agenda Items
2. Discuss Engineering/Capital Improvement Projects - ***Paulina Flint - Mayor***
3. Discussion and Status Report regarding White City Metro Township Emergency Operations and Continuity Plan and Community Wildfire Preparedness Plan - ***Council Members Allan Perry and Linda Price***
4. Discuss Lease Agreement Between White City Water Improvement District ("WCWID") and White City Metro Township - ***Nathan Bracken, Attorney***
5. Discussion and Staff Direction Regarding In-Person Meetings with the Public and Covid-19 Restrictions - ***Paulina Flint, Mayor***
6. Other Staff & Business/Discussion Issues for Future Meetings

AFTER A SHORT BREAK (NOT TO EXCEED 10 MINUTES)– ELECTRONIC BUSINESS MEETING

1. **Welcome and Determine Quorum**
 - 1.1 Discuss White City Financial Report -- *David Sanderson, CPA*
 - 1.2 Unified Fire Authority Report – *CPT Ken Aldridge*
 - 1.3 Unified Police Department Report – *Chief Randy Thomas and/or Officer Jeff Fenton*
2. **Citizen Public Input** -- *(Due to Nature of Electronic Meeting, Comments should be e-mailed to phashton@xmission.com to have them read for the record under this agenda item. Such e-mail readings should not take longer than 3 minutes unless approved by the Mayor and should contain the sender's name and address.)*
3. **ACTION ITEMS**
 - 3.1 Consider Approval of Minutes of May 6, 2021 – *Rori L. Andreason, Administrator*
 - 3.2 Discussion and Possible Motion on **Resolution No. 2021-06-01** A Resolution of the White City Metro Township Council Approving \$ 11,933 of UFA COVID-19 Expenditure Reimbursements – ***Council Member Allan Perry***

- 3.3 Discussion and Possible Motion on **Resolution No. 2021-06-02** A Resolution Thanking and Dissolving the General Plan Steering Committee and Instructing the Planning Commission to Complete the General Plan Work for Recommendation to the Council – ***Council Member Scott Little***
- 3.5 Discussion and Possible Motion on **Resolution No. 2021-06-03** A Resolution Approving the Lease Agreement Between White City Water Improvement District ("WCWID") and White City Metro Township to allow White City Metro Township Council Meetings at WCWID, 999 E Galena Drive, White City, UT 84094 – ***Nathan Bracken, Attorney***
- 3.6 Discussion and Possible Motion Approving the White City Metro Township Community Wildfire Preparedness Plan - ***Council Members Allan Perry and Linda Price***
- 4. **DISCUSSION ITEM**
 - 4.1 Discussion regarding Internal Accessory Dwelling Unit Ordinance – ***Council Members Scott Little and Linda Price, Paul Ashton, Attorney***
- 5. **COUNCIL REPORTS**
 - 5.1 UFA and UFSA – ***Council Member Allan Perry***
 - 5.2 UPD and SLVLESA – ***Mayor Paulina Flint***
 - 5.3 South Salt Lake Valley Mosquito Abatement District – ***Council Member Linda Price***
 - 5.4 Greater Salt Lake Municipal Services District – ***Mayor Paulina Flint***
 - 5.5 Wasatch Front Waste and Recycling District – ***Council Member Kay Dickerson***
 - 5.6 SLCO Animal Services – ***Council Member Scott Little***
 - 5.7 Council of Governments (COG) – ***Mayor Paulina Flint***
- 6. **ADJOURN**

***** Electronic Meeting Participation -- via "GoToMeeting"***

Due to the COVID-19 pandemic, this White City Metro Township Council Meetings are subject to social distancing that may limit the number of individuals that can physically attend the meeting. To ensure public accessibility, and in accordance with State law, White City will use electronic "GoToMeeting" in combination with the physical meeting. If you want to listen, please use the information below:

White City Metro Township Council Meetings

Thu, Jun 3, 2021 6:00 PM - 9:00 PM (MDT)

Please join my meeting from your computer, tablet, or smartphone.

<https://global.gotomeeting.com/join/293161277>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 293-161-277

New to GoToMeeting? Get the app now and be ready when your first meeting

starts:

<https://global.gotomeeting.com/install/293161277>

Upon request with three working days' notice, the MSD for the Metro Township will provide free auxiliary aids and services to qualified individuals (including sign language interpreters, alternative formats, etc.). For assistance, please call (385) 468-7130 – TTY 711.

For Further Information, the website for White City Metro Township is: www.whitecity-ut.org

ELECTRONIC COUNCIL MEETING DETERMINATION

Consistent with Section 52-4-207(4) of the Utah Open and Public Meetings Act, and acting as Mayor of the White City Metro Township, I, Paulina F. Flint hereby make the following written determinations in support of my decision to hold and convene hybrid electronic meetings of the White City Metro Township Council with the general public not being present at the anchor location:

1. Conducting Council meetings with an anchor location that is physically accessible for members of the general public to attend in person presents a substantial risk to the health and safety of individuals present at the anchor location.
2. This determination is based upon the fact that the White City Metro Township remains under a state of risk related to the ongoing COVID-19 pandemic. Significant person-to-person transmission of the SARS-CoV-2 virus continues to occur in our county with institutions and persons being required to take precautions, including limiting 'in-person' interactions, and providing physical distancing guidelines. The health and safety of Council Members, officials, staff, contract service providers and members of the public who are in the high-risk category for COVID-19 due to age and/or preexisting conditions are best served by holding hybrid electronic Council meetings with limited in-person interaction; and
3. White City Metro Township has prepared for and can effectively conduct its public meetings electronically, including providing members of the public a means to monitor the meetings and, as appropriate, make comments electronically.



2022 Engineering Capital Improvement Project Recommendations

White City

Rev. May 25, 2021

Priority 1 – Poppy Lane



- Estimated Poppy Ln design and construction cost for ~950ft of SW = ~\$290,000
- Canyon SD indicates Edgemont ES will be rebuilt as Glacier Hills ES and will absorb Bell View students.
- Safe Route to School based on new boundary not yet established
- Suggest routing students via Poppy Ln to Canal Trail

Priority 1 – Poppy Lane



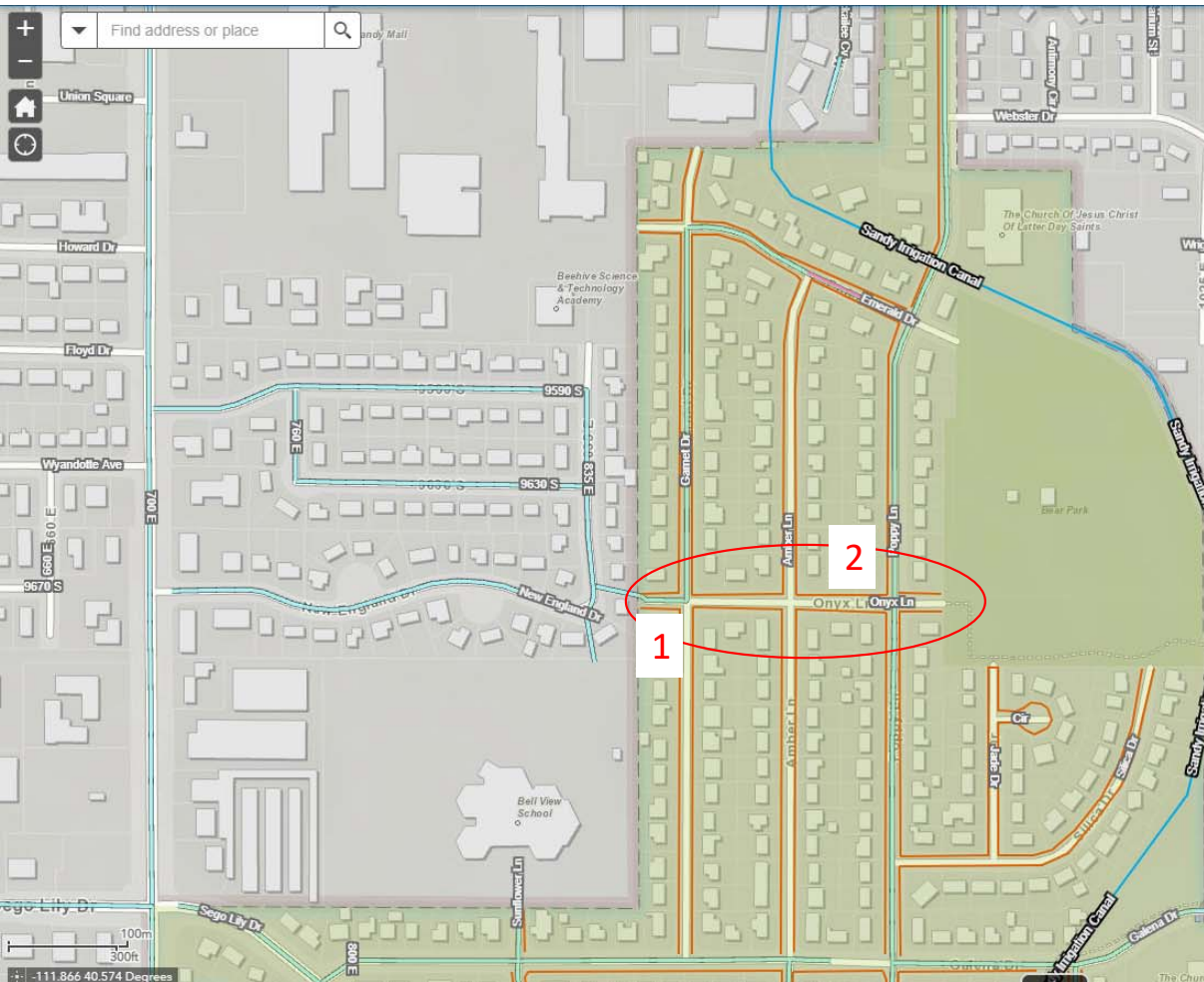
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Priority 2 – Antimony Lane



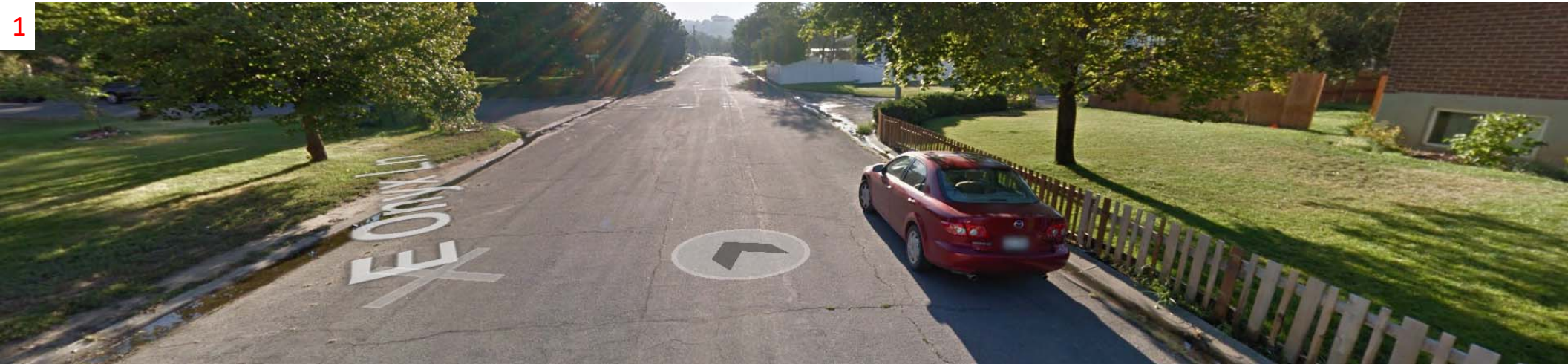
Priority 3 – Onyx Lane



- Estimated Onyx Ln design and construction cost for ~850ft of SW = ~\$240,000
- Canyon SD indicates Edgemont ES will be rebuilt as Glacier Hills ES and will absorb Bell View students.
- Safe Route to School based on new boundary not yet established
- Suggest routing students north and west of Onyx Ln through Bear Park and walking path



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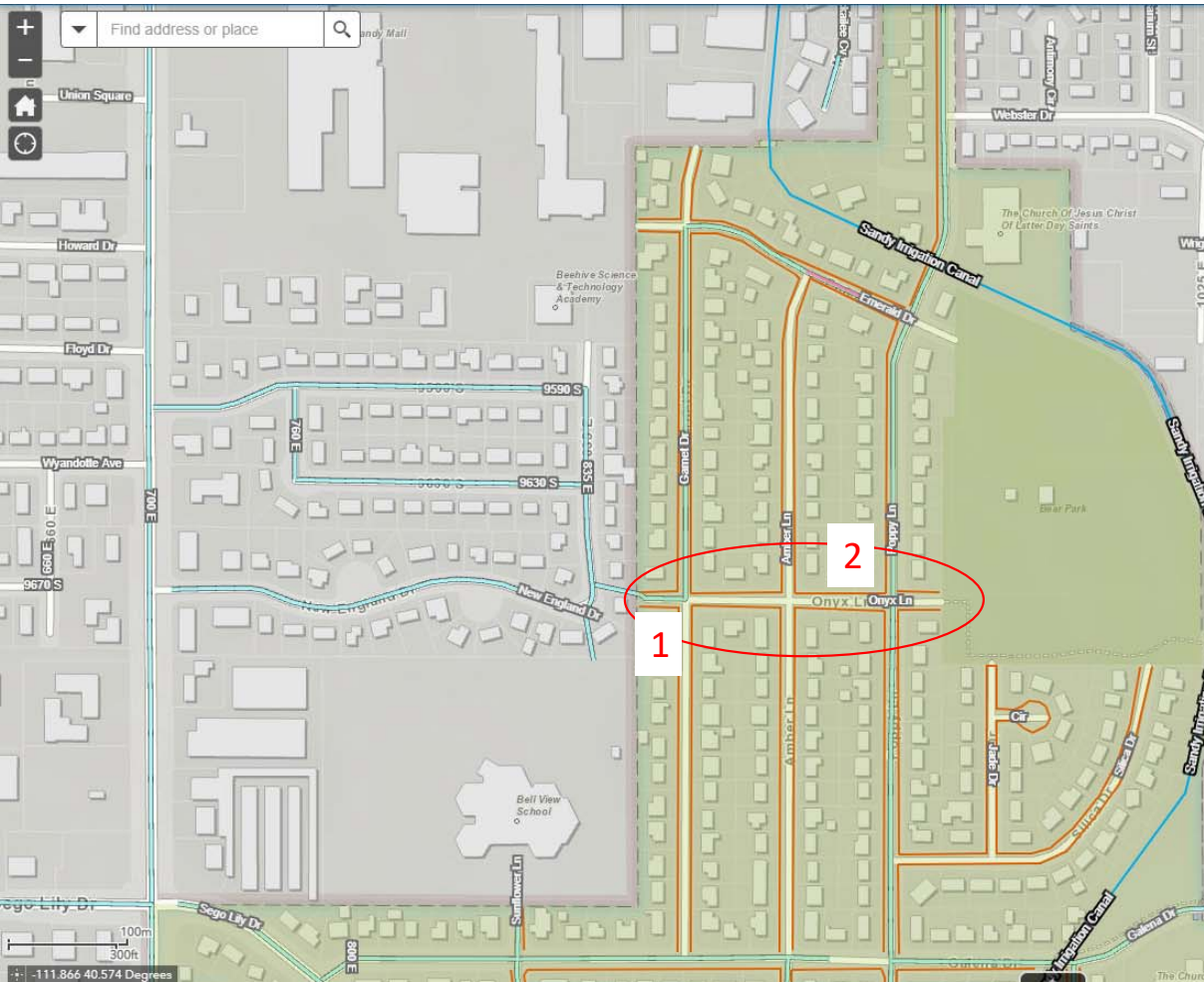


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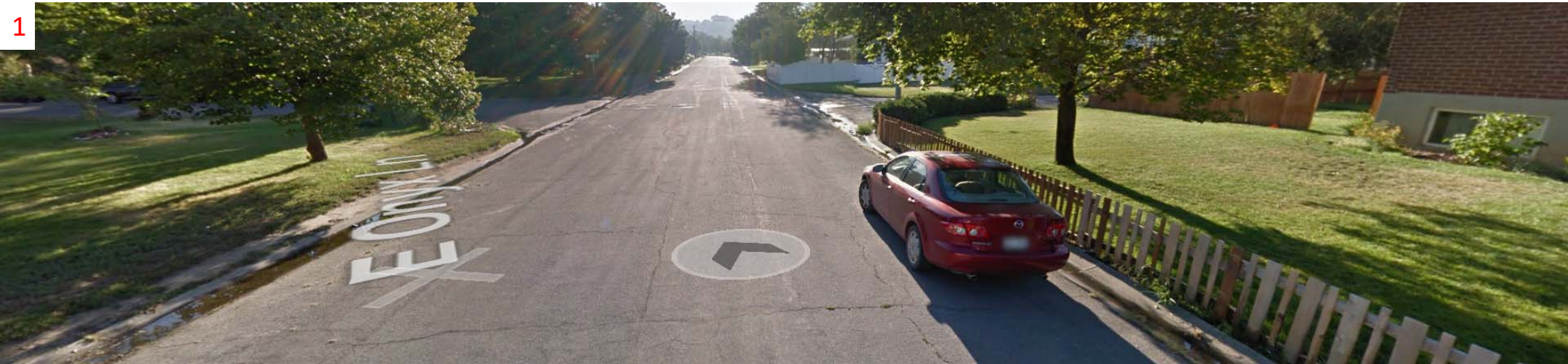
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Priority 3 – Onyx Lane





Little League Baseball Field Dimensions

Baseline — 60 feet
Home plate to second base — 84 feet 10 ¼ inches
Home plate to front of pitching rubber — 46 feet
Infield arc radius — 50 feet
Home plate to backstop — 25 feet
Foul lines — 200 feet minimum to outfield fence
Center field fence — 275 feet



White City Township

Budget Report Yearly

0.42%

5/31/2021

Revenues

| | Actual to 5/31/2021 | FY 2021 Budget | Projected |
|--------------------------|------------------------|---------------------|---------------------|
| Sales taxes | 297,394 | 637,269 | 637,269 |
| Business licenses | 2,029 | - | 2,100 |
| Building permits | 10,187 | - | 10,500 |
| Other permits | - | - | - |
| Zoning-land use permits | 375 | - | 375 |
| Transportation sales tax | 27,351 | 57,919 | 57,919 |
| Class C road funds | 145,070 | 201,941 | 201,941 |
| Liquor allotment | - | 2,700 | 2,700 |
| Grants care funds | 204,958 | - | 204,958 |
| Engineering services | 375 | 8,492 | 8,492 |
| Planning services | - | 105,100 | 105,100 |
| Code enforcement fines | - | 1,600 | 1,600 |
| Justice court fines | - | 24,500 | 24,500 |
| Miscellaneous | 7 | - | 10 |
| Interest earnings | 260 | - | 1,000 |
| Transfers in | 280,457 | 280,457 | 280,457 |
| Total Revenues | \$ 968,463 | \$ 1,319,978 | \$ 1,538,921 |

Expenses - Administration

| | | | |
|-------------------------------------|------------------|-------------------|-------------------|
| Wages | 7,675 | 29,066 | 29,066 |
| Employee Benefits | 1,325 | - | 3,000 |
| Subscriptions/Memberships | 25 | 1,070 | 1,070 |
| Printing/Publications/Advertising | 1,191 | 1,000 | 1,200 |
| Office expense and supplies | 216 | 1,070 | 1,070 |
| Attorney-civil | 3,770 | 50,000 | 35,000 |
| Attorney- land use | 13,128 | - | 15,000 |
| Training and seminars | - | 1,070 | 1,070 |
| Web page development/maint | 2,893 | - | 3,000 |
| Internet connections | - | 3,210 | 3,210 |
| Payroll processing fees | 398 | 900 | 900 |
| Communications | - | 3,200 | 3,200 |
| Contributions/special events | - | 18,200 | 18,200 |
| Credit card and bank expenses | - | 535 | 535 |
| Insurance | 9,303 | 9,951 | 9,951 |
| Workers comp insurance | 492 | - | 492 |
| Postage | 205 | - | 1,000 |
| Professional & technical | 19,500 | 104,385 | 104,385 |
| UFA Emergency services | 4,098 | 10,000 | 10,000 |
| SL (Client) County support services | 2,616 | 37,500 | 37,500 |
| Cares act expenses | - | - | 204,958 |
| Justice Court remediation -UPD | - | 2,700 | 2,700 |
| Rent | - | 2,000 | 2,000 |
| Non classified expenses | - | 4,600 | 4,600 |
| Total Administration | \$ 66,835 | \$ 280,457 | \$ 493,107 |

Expenses - Transfers

| | | | |
|------------------------------|-------------------|---------------------|---------------------|
| Transfer to General fund | 418,297 | 1,039,521 | 1,039,521 |
| Transfer to Capital projects | - | - | - |
| Total Transfers | \$ 418,297 | \$ 1,039,521 | \$ 1,039,521 |

Total Expenses

| | | | |
|------------------------|-------------------|---------------------|---------------------|
| Total Expenses | \$ 485,132 | \$ 1,319,978 | \$ 1,532,628 |
| Surplus/Deficit | \$ 483,331 | \$ - | \$ 6,293 |

WHITE CITY METRO TOWNSHIP

RESOLUTION NO.: 21-06-01

DATE: June 3, 2021

A RESOLUTION OF WHITE CITY METRO TOWNSHIP COUNCIL APPROVING AND AUTHORIZING A PAYMENT TO UNIFIED FIRE AUTHORITY IN THE AMOUNT OF \$11,933 FOR COVID-RELATED EXPENSES

WHEREAS, the White City Metro Township (“White City” or the “Municipality”) recognizes its need for municipal-types services; and

WHEREAS, the Unified Fire Authority (“UFA”) is an Interlocal Cooperation Agency that provides fire protection services to White City; and

WHEREAS, Salt Lake County is a County pursuant to Utah Code Title 17: COUNTIES and is the County where White City is located; and

WHEREAS, due to the impacts to state and local governments nationwide, the United States Government passed the CARES Act which, through Salt Lake County, provided White City with certain funding that could be used to cover unbudgeted COVID-related costs for the delivery of municipal-type services; and

WHEREAS, as White City’s municipal services are provided by local districts and interlocal agencies, it is prudent for White City to assist them with their unbudgeted COVID -related costs; and

WHEREAS, UFA has presented White City with an invoice and purchase information to request \$11,933 from White City’s CARES Act funds to cover UFA’s unbudgeted COVID-related costs, hereinafter known as Attachment A; and

WHEREAS, providing this financial assistance benefits White City and softens the impacts caused to a service provider due to COVID-19; therefore, be it

RESOLVED, the White City Metro Township Council approves, and authorizes the Mayor to approve the attached invoice for Unified Fire Authority (ATTACHMENT A) and authorize the payment of \$11,933 to UFA to assist them in covering their unbudgeted COVID-related costs.

APPROVED AND ADOPTED this 3rd day of June 2021 by the White City Metro Township in White City Metro Township, Salt Lake County, Utah.

FOR WHITE CITY METRO TOWNSHIP:

ATTESTED:

SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

PAULINA F. FLINT, MAYOR

APPROVAL AS TO FORM:

PAUL H. ASHTON
ATTORNEY

VOTING

COUNCIL MEMBER DICKERSON voting _____

MAYOR FLINT voting _____

COUNCIL MEMBER PRICE voting _____

COUNCIL MEMBER LITTLE voting _____

COUNCIL MEMBER PERRY voting _____



UNIFIED FIRE AUTHORITY

MEMORANDUM

TO: Municipality Managers

FROM: CFO Tony Hill/CLO Brian Roberts

DATE: April 26, 2021

SUBJECT: COVID-19 Expenditure Reimbursements

At the April 20, 2021 UFA Board meeting the Board passed a motion asking staff to request that funding from the American Rescue Plan be distributed to UFA for expenditures directly related to the COVID 19 pandemic. Similar to the CARES funding, UFA has no direct access to these funds. UFA can only access these funds by a transfer from a local government, which is an allowable use.

UFA estimates it will spend a total of \$1,661,147 by the end of the FY21 fiscal year. UFA has received \$731,000 of CARES funding to date. That leaves a balance of \$930,147 that would be eligible for reimbursement from American Rescue Plan funding.

At the January UFA Board meeting, Chief Petersen presented a plan to use fund balance to cover the excess cost relating to COVID-19, however, this would reduce the amount of fund balance transferred to the Capital Fund for FY21/22.

The Board considered both population and member fee to divide up the bill and determined that population was the best way since the funds are planned to be distributed to the Municipalities by population. The table below shows the \$930,147 broken out for each municipality.

We will be preparing the individual breakdown for each of your entities and will be sending that out shortly.

| <u>Municipality</u> | <u>Population</u> | <u>% of Total</u> | <u>% of Total</u> |
|---------------------------------|-------------------|-------------------|-------------------|
| Alta Town | 374 | 0.09% | \$810 |
| Brighton Town | 260 | 0.06% | \$563 |
| Copperton Metro Township | 799 | 0.19% | \$1,730 |
| Cottonwood Heights City | 33,161 | 7.72% | \$71,791 |
| Eagle Mountain City | 39,301 | 9.15% | \$85,084 |
| Emigration Metro Township | 1,601 | 0.37% | \$3,466 |
| Herriman City | 48,472 | 11.28% | \$104,938 |
| Holladay City | 30,719 | 7.15% | \$66,504 |
| Kearns Metro Township | 34,727 | 8.08% | \$75,181 |
| Magna Metro Township | 27,179 | 6.33% | \$58,840 |
| Midvale City | 34,419 | 8.01% | \$74,514 |
| Millcreek City | 60,169 | 14.00% | \$130,261 |
| Riverton City | 44,052 | 10.25% | \$95,369 |
| Salt Lake County Unincorporated | 9,726 | 2.26% | \$21,056 |
| Taylorsville City | 59,174 | 13.77% | \$128,107 |
| White City Metro Township | 5,512 | 1.28% | \$11,933 |
| TOTAL | 429,645 | 100.00% | \$930,147 |

WHITE CITY METRO TOWNSHIP

Resolution No. 2021-06-02

Date: June 3, 2021

A RESOLUTION THANKING AND DISSOLVING THE GENERAL PLAN STEERING COMMITTEE AND INSTRUCTING THE PLANNING COMMISSION TO COMPLETE THE GENERAL PLAN WORK FOR RECOMMENDATION TO THE COUNCIL.

WHEREAS, a General Plan Steering Committee of White City residents (“Steering Committee”) was created to work with the Greater Salt Lake Municipal Services District (“MSD”) Planning Department to review and make recommendations to the White City Metro Township Planning Commission (“Planning Commission”) regarding the White City Metro Township General Plan (“General Plan”); and

WHEREAS, the Steering Committee spent a considerable amount of time working with the MSD and general public regarding the proposed General Plan; and

WHEREAS, the Mayor and Council would like to express their gratitude and appreciation for the Steering Committee's dedicated service to the White City residents; and

WHEREAS, the majority of the members of the Steering Committee have ceased participation and the Steering Committee no longer has a quorum sufficient to conduct business; and

WHEREAS, the By-laws of the White City General Plan Steering Committee enacted on March 5, 2020, by White City Metro Township Resolution 20-03-02, anticipate that, “If sufficient residents from different areas of the municipality are not willing or able to serve on the committee, the Council shall consider dissolving the committee and instructing the Planning Commission to complete the General Plan work.” now therefore be it

RESOLVED, the White City Metro Township Council hereby thanks and dissolves the General Plan Steering Committee and instructs the White City Metro Township Planning Commission to complete the White City Metro Township General Plan work for recommendation to the White City Metro Township Council.

PASSED AND APPROVED by the White City Metro Township Council in White City, Salt Lake County, Utah this 3rd day of June 2021.

FOR WHITE CITY METRO TOWNSHIP:

PAULINA F. FLINT, MAYOR

ATTESTED:

SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVAL AS TO FORM:

PAUL H. ASHTON
ATTORNEY

VOTING

COUNCIL MEMBER DICKERSON voting _____

MAYOR FLINT voting _____

COUNCIL MEMBER PRICE voting _____

COUNCIL MEMBER LITTLE voting _____

COUNCIL MEMBER PERRY voting _____

WHITE CITY METRO TOWNSHIP

RESOLUTION NO.: 21-06-03

DATE: June 3, 2021

**A RESOLUTION OF WHITE CITY METRO TOWNSHIP COUNCIL
APPROVING AND AUTHORIZING THE EXECUTION OF AN LEASE
AGREEMENT BETWEEN WHITE CITY WATER IMPROVEMENT
DISTRICT AND WHITE CITY METRO TOWNSHIP TO ALLOW WHITE
CITY METRO TOWNSHIP COUNCIL MEETINGS AT WCWID, 999
EAST GALENA DRIVE, WHITE CITY, UTAH 84094**

WHEREAS, the White City Metro Township (“White City” or the “Municipality”) recognizes it’s need for municipal-types services; and

WHEREAS, the White City Water Improvement District (WCWID) is located within White City boundaries and is easily accessible to White City residents; and

WHEREAS, the White City Metro Townships feels it is in the best interest of the citizens of White City to have a designated location for the public to attend public hearings or meetings; therefore, be it

RESOLVED, the White City Metro Township Council approves, and authorizes the Mayor to sign, the attached lease agreement with the White City Water Improvement District (WCWID) (ATTACHMENT A).

APPROVED AND ADOPTED this 3rd day of June 2021 by the White City Metro Township Council in White City Metro Township, Salt Lake County, Utah.

FOR WHITE CITY METRO TOWNSHIP:

ATTESTED:

SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

PAULINA F. FLINT, MAYOR

APPROVAL AS TO FORM:

NATHAN BRACKEN
ATTORNEY

VOTING

COUNCIL MEMBER DICKERSON voting _____

MAYOR FLINT voting _____

COUNCIL MEMBER PRICE voting _____

COUNCIL MEMBER LITTLE voting _____

COUNCIL MEMBER PERRY voting _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between the **WHITE CITY WATER IMPROVEMENT DISTRICT**, (“**Landlord**”), a local district and a political subdivision of the State of Utah, and the **WHITE CITY METRO TOWNSHIP**, (“**Tenant**”), a Utah municipality. Landlord and Tenant are sometimes jointly referred to as the “**Parties**” or as “**Party**” as the context may require.

WITNESSETH:

In consideration of the payments to be made, the mutual promises, covenants and conditions set forth to be kept and performed, the Parties agree as follows:

1. **LEASED PREMISES:** Landlord owns real property (the “**Property**”) located at 999 East Galena Drive, White City, UT 84094. During the Term of this Lease, Tenant may have use of the following portions of the Property and such portions will collectively constitute the “**Leased Premises:**” (a) reception/office lobby area; (b) the board/public meeting room; (c) upstairs front restrooms; and (d) parking lot, provided, however, that Tenant will ensure that Tenant’s use of the Leased Premises and the Property will not in any way impair or hinder Landlord’s use of the Leased Premises or the Property or the use thereof by Landlord’s agents, representatives, or customers. Tenant may only use other portions of the Leased Premises with Landlord’s prior consent and will ensure calendaring conflicts do not occur.

2. **USE:** The Leased Premises may be jointly used by Landlord and Tenant, with Landlord continuing to use the Lease Premises as its primary administrative and operational offices and Tenant using the Leased Premises for meeting purposes. In case of a state declared emergency and mutual consent of the Parties, the Property may be used by both Parties as an Emergency Operation Center (“**EOC**”).

a. Landlord's Use: Landlord uses the Property, including Leased Premises, as its administrative and operations offices for the provision of water service for residents of the White City Metro Township, Sandy City, and some unincorporated islands of Salt Lake County. Landlord's normal office hours, which may be changed from time to time at Landlord's sole discretion, are Monday through Friday from 8:00 a.m. to 5:00 p.m. When needed, Landlord's office personnel may extend those normal office hours to meet their workload.

b. Tenant's Use. Tenant will use the Leased Premises for meetings of its Metro Township Council, including public hearings and meetings where the public is invited to attend. Tenant may not use the Leased Premises for office space or for administrative purposes of the Tenant, and will not represent to the public that the Leased Space is owned or controlled by Tenant, it being understood and agreed that Landlord and Tenant do not want to confuse the public into a false belief that either Landlord or Tenant are dependent and/or a part of each other. Tenant will normally hold one public meeting on the first Thursday of each month in the evening hours after close of business for Landlord. To the extent not in conflict with Landlord's use of the Leased Premises for its own public hearings and meetings, Tenant may schedule additional public hearings and other meetings, using the Leased Premises, with advance notice to the Landlord.

c. Reasonable Cooperation. Each Party will take reasonable steps to avoid conflicts and/or safety issues between its use of the Leased Premises and the use of the Leased Premises by the public and by the other Party, and will take reasonable steps to avoid disrupting or impairing the other Party's use of the Leased Premises. The Parties will cooperate with each other in good faith in their respective use of the Leased Premises. In

the event a conflict arises in the joint use of the Lease Premises and a reasonable compromise cannot be worked out, Landlord's use of the Lease Premises will be given priority over Tenant's use of the Leased Premises.

3. **TERM:** This Lease will be effective upon the date of execution by both Parties ("**Commencement Date**"), and the initial term of the Lease will begin on the Commencement Date and expire at midnight on June 30, 2022. This Lease will automatically renew for additional one-year terms, unless either Party gives the other Party 60 days' written notice prior to the expiration of any given term (the **Expiration Date**) of that Party's intent to either re-negotiate the terms of this Lease or not renew the Lease.

4. **CONSIDERATION:** During the term of this Lease, and any renewal thereof, as consideration for the use of the Leased Premises, Tenant will pay Landlord \$1,200 per term, based on a rate of \$100.00 per meeting, payable on the date of execution of this Lease and upon the first day of any subsequent term of the Lease. Any meetings in excess of 12 per term will be paid for within thirty days of the meeting at the rate of \$100.00 per meeting.

5. **IMPROVEMENTS:** Tenant will not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. Tenant will not cause any mechanics liens or claims to be filed against the Leased Premises. All improvements to the Premises, whether by Landlord or Tenant, (with the exception of electronic equipment that may be installed by the Tenant for Tenant's operation, which will remain the property of the Tenant) will become the property of Landlord at the expiration or termination of the Lease.

6. **SURRENDER:** Upon the expiration of the term of this Lease or any renewal(s), or upon termination as provided for in paragraph 18, Tenant will yield and deliver up the Leased Premises to Landlord in as good order and condition as when the same were entered upon by

Tenant, with exception for reasonable use and wear, and damage by fire and casualty not the fault of Tenant for which insurance is not provided.

7. MAINTENANCE & DAMAGES: Landlord will be responsible for maintaining the Property and the Leased Premises, provided that Tenant will be responsible for any documented costs that Landlord may incur when repairing damage to the Property caused by Tenant's negligence, Tenant's misuse of the Premises, or damages caused by Tenant's invitees, including the general public allowed into the Leased Premises as a result of Tenant's public hearings and/or meetings. Tenant shall be responsible to maintain order and peace in the Leased Premises during its public hearings and/or meetings. Tenant shall keep the Leased Premises as clean and orderly as they are when Tenant's personnel arrive each day.

8. UTILITIES AND TAXES: Landlord will be responsible for payment of all existing utilities and taxes and Tenant will be responsible for payment of any additional services, *e.g.*, communications, additional telephone lines, etc., that Tenant requests to be provided to the Leased Premises.

9. LANDLORD REPRESENTATION: Landlord hereby warrants that it is the fee simple owner with the legal right to lease said Leased Premises. Landlord and Tenant agree to comply with all codes, local ordinances and state statutes applicable to the use or ownership (as applicable) and operation of the Leased Premises at their sole expense.

10. DEFAULT:

a. Landlord's Default: If Landlord fails to provide any services, maintenance, or repairs required under this Lease and does not correct the failure for twenty (20) days after the date Tenant provides written notice to Landlord of Landlord's

failure, Tenant will have the right to secure the necessary services, maintenance, or repairs needed to address Landlord's failure, and to charge the cost(s) to Landlord.

b. **Tenant's Default:** Tenant will be in default if: (1) Tenant fails to provide the agreed consideration to Landlord or otherwise comply with any other term, covenant, or condition of this Lease; and (2) Tenant fails to remedy the failure within twenty (20) days of the date Landlord provides Tenant written notice of Tenant's failure. If Tenant defaults, Landlord will have all rights or remedies as may be provided at law, in equity or otherwise, including termination of this Lease without penalty.

11. ASSIGNMENT OR SUBLET: Tenant may not sublet the Leased Premises or any part thereof or assign this Lease without the prior written consent of Landlord.

12. ATTORNMENT: If Landlord's interest in the Property or the Leased Premises is transferred in any manner, and this Lease is not terminated pursuant to paragraph 18 in connection therewith, Tenant will recognize such transferee or successor as the new Landlord under this Lease and this Lease will continue unaffected by said transfer. In the event of such a transfer by Landlord, Landlord will be, upon completion of the transfer, released of any further obligations under this Lease.

13. QUIET ENJOYMENT: Landlord covenants with Tenant that upon fully complying with and properly performing all of the terms, conditions and covenants of this Lease to be performed by Tenant, Tenant will have and quietly enjoy the Leased Premises on a joint use basis for the term set forth and any extensions beyond the Initial Term. This right of quiet enjoyment does not preclude Landlord's use of the Leased Premises under the terms of this Lease.

14. INSURANCE AND INDEMNITY:

a. Landlord Responsibilities: Landlord agrees to obtain, keep, and maintain with insurance carriers of known responsibility, licensed to do business in the state of Utah, fire and extended coverage insurance in an amount equal to the value of the Property and all leasehold improvements therein which will become the Property upon expiration or termination of the Lease. The policy or policies, if applicable, will not be cancelable or subject to reduction of coverage or other modification by Landlord except after thirty (30) days prior written notice to Tenant by the insurer. Landlord will procure and maintain in full force and effect during the term hereof, comprehensive general liability insurance having combined single limit bodily injury and property damage coverage of not less than \$1 million, insuring Landlord against any liability arising out of ownership, use, or occupancy of the Leased Premises.

b. Tenant Responsibilities: Tenant agrees to maintain at its own expense such fire and casualty insurance coverage as Tenant may desire or require with respect to Tenant's personal property, equipment, furniture, fixtures, and inventory and Landlord will have no obligation with respect to such insurance or losses. Any and all property kept or stored on the Leased Premises by Tenant or with Tenant's permission will be done so at Tenant's sole risk, and will indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to the same, unless such loss or damage is to any intentional or negligent act or omission to act of Landlord. Tenant will procure and maintain in full force and effect during the term hereof, comprehensive general liability insurance having combined single limit bodily injury and property damage coverage of

not less than \$1 million, insuring Landlord against any liability arising out of Tenant's use, or occupancy of the Leased Premises, including but not limited to its obligations under paragraph 7 of this Lease Agreement.

c. Mutual Release. Landlord and Tenant hereby release each other from responsibility for loss or damage occurring on or to the Leased Premises or the Property or to the contents thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either Party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, will not be excused under the foregoing release and waiver.

15. GOVERNMENTAL IMMUNITY: Tenant and Landlord are both governmental entities subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101, *et seq* (the “Act”). Consistent with the terms of the Act, it is mutually agreed that Landlord and Tenant are responsible and liable for their own wrongful or negligent acts committed by their agents, officials or employees. Landlord and Tenant do not waive any rights, defenses or limitations available under the Act.

16. INDEMNIFICATION:

a. Tenant's Duty. To the extent of the limits of liability under Utah Code Ann. § 63G-7-604, Tenant will indemnify, defend, and save Landlord harmless from all loss, damage, liability or expense incurred by Landlord due to the intentional acts, negligent acts or omissions to act of Tenant, its officers, employees or agents arising out of Tenant's use or operation of the Leased Premises and will not permit any lien or other

claim or demand to be enforced against the Leased Premises by reason of Tenant's use of the Leased Premises.

b. Landlord's Duty. To the extent of the limits of liability under Utah Code Ann. § 63G-7-604, Landlord will indemnify, defend, and save Tenant harmless from all loss, damage, liability or expense incurred by Tenant due to the intentional acts, negligent acts or omissions to act of Landlord, its officers, employees or agents arising out of Landlord's use or ownership of the Leased Premises.

17. NO WAIVER: It is agreed that the waiving of any of the covenants of this Lease by either Party will be limited to the particular instance and will not be deemed to waive any other breaches of such covenant or any provision herein contained.

18. TERMINATION:

a. By Tenant. Tenant may terminate this Lease in advance of its expiration date in the event that Tenant is not sufficiently funded to pay the stated consideration by providing Landlord with ninety (90) days written notice prior to the desired termination date. If this Lease is terminated by Tenant under this provision, Tenant shall not be entitled to a refund of any of Lease payments already made, nor will it be excused for payment of any Lease payments then due.

b. By Landlord. Landlord may terminate this Lease in advance of its expiration date by providing Tenant with ninety (90) days written notice prior to the desired termination date in the event that Landlord in good faith, determines that it needs all of the premises to carry out Landlord's responsibilities, or believes, in good faith that the use of the Leased Premises is causing confusion to its customers about the legal relationship between Landlord and Tenant as independent government entities. If this

Lease is terminated by Landlord under this provision, Landlord shall refund Tenant for any rental payments made for any months in the current term that Tenant will not be using the Lease Premises at the monthly rate set forth in paragraph 4 above.

19. SIGNS: At such time as both Parties agree that signage is appropriate, Tenant may, at Tenant's sole cost and expense, place a sign on the Property to identify Tenant as having use of the Leased Premises. Any and all such signs must be approved in writing by Landlord prior to installation, and Tenant will remove such signs at its sole cost and expense and repair any damage caused by such removal upon the expiration or termination of this Lease. Maintenance and repair of any signage is the responsibility of Tenant. Notwithstanding these restrictions, the Parties agree the entities will share a public noticing board placed on the Property, such notices to note thereof from which entity the notice is derived.

20. AUTHORITY: Each of the Parties represents and warrants that it possesses the authority necessary to enter into this Lease. Each of the Parties represents and warrants that this Lease has been duly authorized, executed, and delivered by it, and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

21. AMENDMENTS: No variations, modifications, amendments, or other changes to this Lease will be binding upon the Parties unless set forth in a written document that both Parties have executed.

22. MEDIATION: In the event of a dispute between the Parties related to this Lease, the Parties will submit the matter to formal mediation before any judicial action may be initiated thereon, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. Each Party will be responsible for its

own costs and the Parties will split the cost of the mediator equally between them.. If the Parties do not agree upon a mediator, each Party will name a mediator and those two mediators will name a third mediator. The Parties will be bound to mediate the dispute with the third mediator.

23. APPLICABLE LAW AND VENUE: In the event that any litigation may arise after the Parties have pursued mediation pursuant to Paragraph 22 above, this Lease will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Lease will be brought in Salt Lake County, Utah.

24. AVAILABILITY OF EQUITABLE REMEDIES: Since a breach of some of the provisions of this Lease may not be adequately compensated by money damages, either Party will be entitled, in addition to any other right or remedy available, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Lease, and in either case no bond or other security will be required in connection therewith, and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

25. ATTORNEY'S FEES: In the event litigation is required to enforce any term of this Lease, the prevailing Party will be entitled to all costs and expenses, including reasonable attorneys' fees.

26. LEGAL REVIEW: The Parties represent and agree that they had full opportunity to review this Lease and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter will not be applied to this Lease. The Parties acknowledge that Tenant has retained separate independent legal counsel, separate from its normal counsel who presently also serves as General Manager/General Counsel of Landlord, for

purposes of drafting and negotiating this Lease Agreement, and both Parties acknowledge and waive any conflicts of interest, if any, of the attorneys involved.

27. COUNTERPARTS: This Lease may be executed in any number of counterparts, and all such counterparts will be deemed but one original Lease for all intents and purposes.

28. CAPTIONS: The paragraph headings or captions appearing in this Lease are for convenience only, are not a part of the Lease, and are not to be considered in interpreting this Lease.

29. SEVERABILITY: If any provision of this Lease is held to be illegal, invalid, or unenforceable, that provision will be fully severable and this Lease will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Lease and the remaining provisions of this Lease will remain in full force and not be affected.

30. NO LIABILITY: The Parties are not liable for each other's expenses or liabilities except as set forth herein.

31. BINDING: The covenants and agreements contained in this Lease will apply to, inure to the benefit of, and be binding upon the Parties hereto, their heirs, distributes, executors, administrators, legal representatives, assigns and upon their respective in interest except as otherwise expressly provided in this Lease.

32. NO THIRD PARTY BENEFICIARIES: This Lease does not create, and will not be construed as creating, any rights enforceable by any person who is not a Party to this Lease or a successor or assign to a Party to this Lease.

33. PRE-AUTHORIZATION: Unless otherwise authorized by this Lease, neither Party will act, or purport to act, on behalf of the other without the express written consent of the other Party.

34. NOTICE: Any notice or demand by either Party under this Lease will be deemed properly given if such notice or demand is: (a) hand-delivered to the other Party, (b) mailed, postage prepaid, and addressed to other Party's principal office, or (c) by electronic mail. The designations of the name and the addresses to which any such notice or demand, as provided below, may be changed from time to time by any Party by giving written notice as provided herein:

If to Tenant:

White City Metro Township
Attn: Mayor Flint
10467 S Carnation Dr
White City, UT 84094
Phone: (801) 571-5257
Email: pbflint@yahoo.com

With a copy to:

Nathan S. Bracken
Smith Hartvigsen, PLLC
257 East 500 South, Suite 500
Salt Lake City, UT 84111
Email: nbracken@SHutah.law

If to Landlord:

White City Water Improvement District
Attn: Office Manager
999 E. Galena Drive
White City, UT 84094
Email: echristensen@wcwid.org

With a copy to:

Paul H Ashton
Ashtree Legal Services PC
1237 E Lorraine Drive
Salt Lake City, UT 84106
Email: phashton@xmission.com

Notice will be deemed to have been given as of the date of issuance.

35. **ENTIRE AGREEMENT:** This Lease represents the entire agreement between the Parties and supersedes all prior agreements, whether verbal or written, between the Parties.

36. **NECESSARY ACTS OF COOPERATION:** The Parties agree to do any act or thing necessary to execute any and all documents or instruments required by this Lease and which are necessary and proper to make effective the provisions of and transaction contemplated by this Lease.

IN WITNESS WHEREOF, the Parties have caused this Lease to be signed by their respective duly authorized officers on the dates indicated below.

TENANT:
WHITE CITY METRO TOWNSHIP

By _____

Its _____

Date _____

STATE OF UTAH }
 : ss.
COUNTY OF SALT LAKE }

On this ____ day of _____, 2021, _____ personally appeared before me, who being duly sworn, did say that he/she is the _____ of the **White City Metro Township**, and that the foregoing instrument was signed on behalf of the White City Metro Township, by authority of law.

Notary Public

Approved as to Form:

LANDLORD:

WHITE CITY WATER IMPROVEMENT DISTRICT

By Robert K. Johnson, Vice Chair
Its _____
Date _____

STATE OF UTAH }
 : ss.
COUNTY OF SALT LAKE }

On this 20th day of May, 2021 Robert K. Johnson personally appeared before me, who being duly sworn, did say that he/she is the Vice Chair of the **White City Water Improvement District**, and that the foregoing instrument was signed on behalf of the White City Water Improvement District, by authority of law.



Allan J. Perry
Notary Public

Approved as to Form:

[Signature]

Draft 5-18-2021
4852-2738-5578, v. 2

State of Utah

Community Wildfire Preparedness Plan

For the Wildland Urban Interface (WUI)

2021



Department of Natural Resources
Division of Forestry, Fire and State Lands
1594 W North Temple, PO Box 145703, Salt Lake City, UT 84114-5703

Declaration and Concurrence Page

Adopting this CWPP doesn't mean you are fully engaged in the CWS process. Other participation and documentation are required for State delegated fire funding. Please consult with Utah State Forestry, Fire & State Lands in your area to ensure the process is complete. This list needs to be customized to the individual plan. Provide the names and affiliations of all cooperators. This page will then be signed after all cooperators have reviewed the plan and concur with its contents.

This document provides the outline for and specifies the information recommended for inclusion in a CWPP. Completed CWPPs should be submitted to the local Area Manager or Fire Management Officer with the Utah Division of Forestry, Fire and State Lands for final concurrence.

CWPP

PAULINA FLINT

NAME

Mayor

AFFILIATION

SIGNATURE

DATE

Dan Peterson

NAME

Unified Fire Authority Chief

AFFILIATION

SIGNATURE

DATE

ROSIE RIVERA

NAME

Sheriff Salt Lake County

AFFILIATION

SIGNATURE

DATE

LINDA PRICE

NAME

White City Metro Township Council Member

AFFILIATION

SIGNATURE

DATE

ALLAN PERRY

NAME

White City Metro Township Council Member

AFFILIATION

SIGNATURE

DATE

CWPP

KAY DICKERSON

WHITE CITY METRO TOWNSHIP COUNCIL MEMBER

NAME

AFFILIATION

SIGNATURE

DATE

SCOTT LITTLE

WHITE CITY METRO TOWNSHIP COUNCIL MEMBER

NAME

AFFILIATION

SIGNATURE

DATE

BRUCE G. CLINE

NAME

SANDY CITY FIRE CHIEF

SIGNATURE

DATE

INTRODUCTION

Over 600 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. **The primary responsibility, however, remains with the local government and the citizen/owner.**

The purpose of wildfire preparedness planning is to...

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk
- Enhance levels of fire resilience and protection to the communities and infrastructure

CWPP

- Identify the threat of wildland fires in the area
- Identify strategies to reduce the risks to structures, infrastructure and commerce in the community during a wildfire
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives

Outcomes of wildfire preparedness planning...

- Facilitate organization of sustainable efforts to guide planning and implementation of actions:
1. Fire adapted communities 2. Resilient landscapes 3. Safe and effective fire response
- Improve community safety through:
 - ✓ Coordination and collaboration
 - ✓ Public awareness and education
 - ✓ Firefighter training
 - ✓ Fuel modification
 - ✓ Improved fire response capabilities
 - ✓ Fire prevention
 - ✓ Development of long-term strategies

RESOURCES

For resources to complete a wildfire preparedness plan for your community, consider organizations such as the following:

- | | |
|--|--|
| ✓ Local / Primary fire protection provider | ✓ Local emergency management services |
| ✓ Local Resource, Conservation and Development Districts | ✓ USDA Forest Service |
| ✓ Utah Division of Forestry, Fire and State Lands | ✓ U.S. Department of Interior Agencies |
| ✓ Utah State Fire Marshal (Dept. of Public Safety) | ✓ Utah Resource Conservation Districts |
| ✓ Utah Division of Emergency Management | ✓ Utah Soil Conservation Districts |
| ✓ Utah Living With Fire | |
| ✓ Local fire agencies | |

STATEMENT OF LIABILITY

The activities suggested by this template, associated checklist and guidance document, the assessments and recommendations of fire officials, and the plans and projects outlined by the community wildfire council, are made in good faith according to information available at this time. The Utah Division of Forestry, Fire and State Lands assumes no liability and makes no guarantees regarding the level of success users of this plan will experience. Wildfire still occurs, despite efforts to prevent it or contain it; the intention of all decisions and actions made under this plan is to reduce the potential for, and the consequences of, wildfire.

Last revised March 2016

PLANNING OVERVIEW

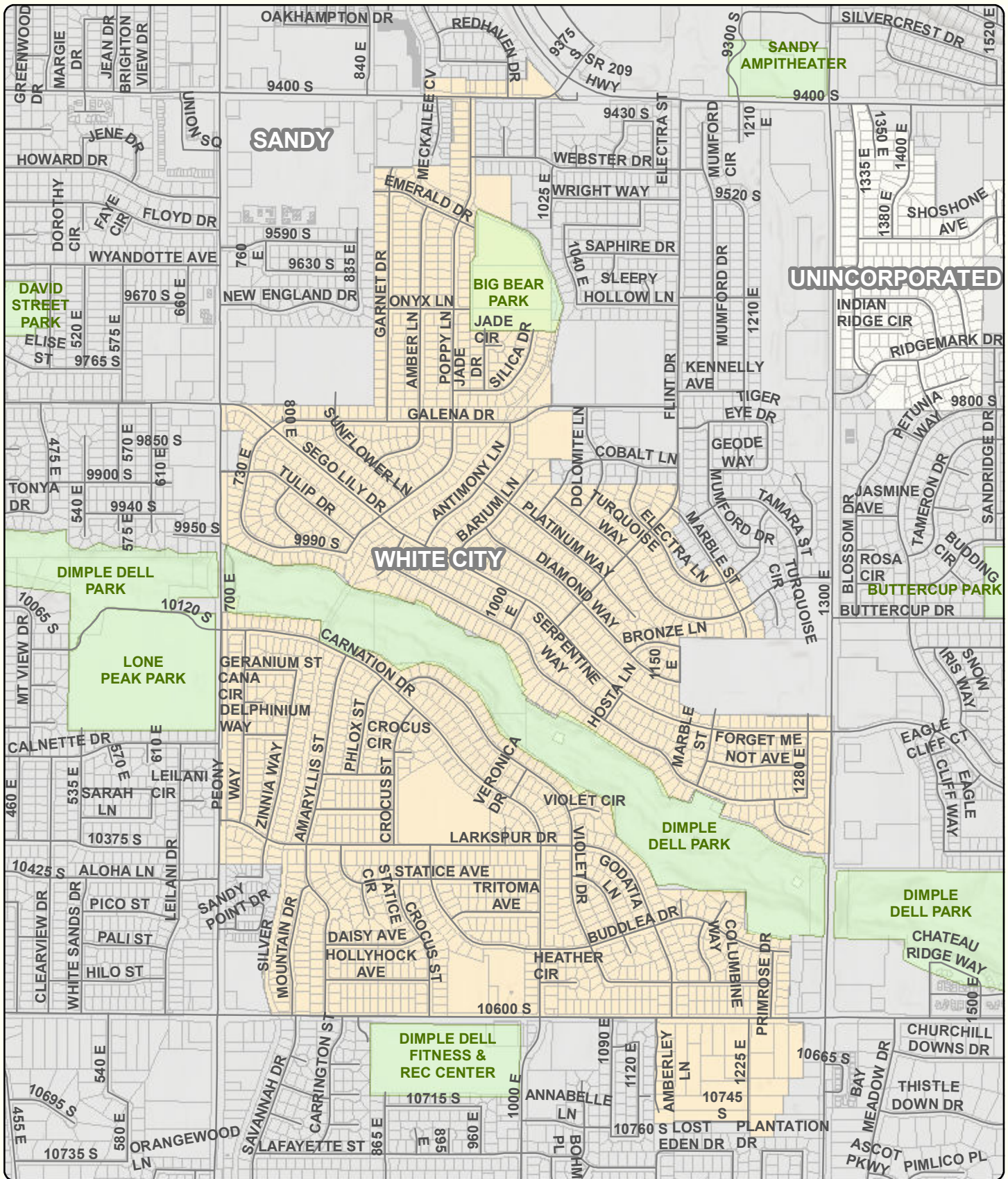
Briefly describe the overall planning process that took place to complete this plan. Be sure to include a timeline of the events/meetings, the organizations and partners that participated, a description of why this planning process was initiated, and the overall intended outcome of the process, and how outcomes were accomplished. This is much like the information described above (purpose and outcome) but tailored to your community. If

CWPP

desired, please acknowledge any individuals or organizations that were essential to accomplishing the final plan.

2/10/2021 - Wasatch Front Area (WFA) Wildland Urban Interface Coordinator (WUI) Dax Reid and Jim Woodward from UFA initiated the CWPP for White City to collaboratively identify, and prioritize, potential wildfire mitigation and structural ignitability in the community. Once approved and signed the CWPP is good for 5 years and should include an annual review of goals and accomplishments.

4/20/21 – Jim Woodward from UFA/Salt Lake County Emergency Management met with members of the White City Metro Township Emergency Group to collaboratively identify, and prioritize, potential wildfire mitigation and structural ignitability in the community of White City Metro Township.



- White City Metro Township
- Unincorporated Salt Lake County
- Sandy City
- Parks

In Conjunction with the Offices of:
 Salt Lake County Assessor
 Salt Lake County Clerk
 Salt Lake County Council
 Salt Lake County Mayor
 Salt Lake County Recorder

White City Metro Township

The information depicted on this map is not field verified and is for general reference only. The information is not intended to be used to determine property ownership, final building and site design, jurisdictional boundaries, or to replace a certified topographical or boundary survey, or any other legal document.

Prepared By The Office Of:
 REID J. DEMMAN P.L.S.
 Salt Lake County Surveyor
 2001 S. State N1 400
 SLC, UT 84114-4575
 385-468-8240
sleo.org/surveyor

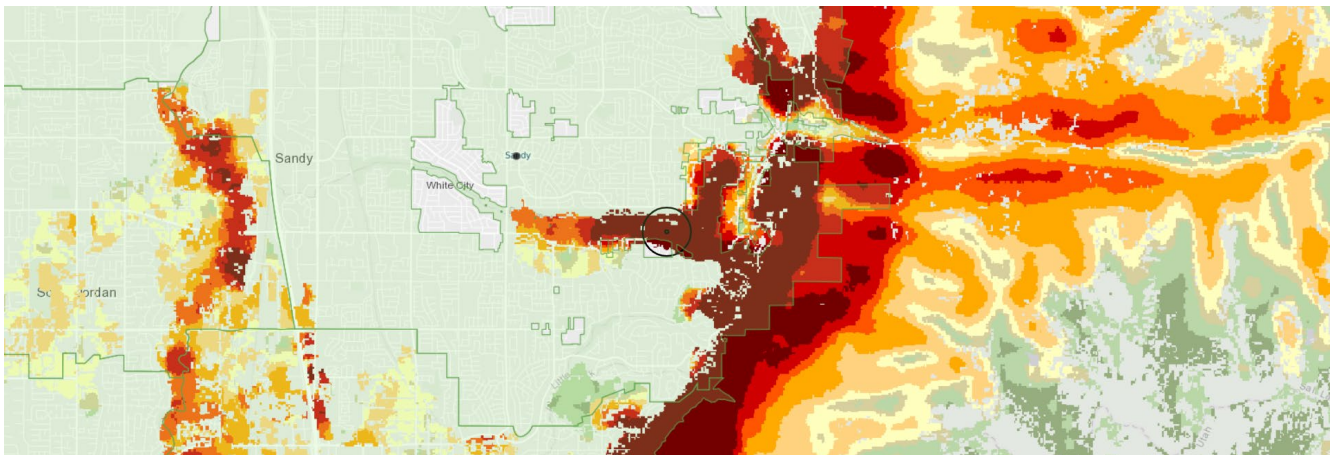


CWPP

GPS Coordinates =

PARTNERSHIPS AND COLLABORATION

White City is partnering with Unified Fire Authority (UFA), Utah State Forestry, Fire & State Lands (FFSL), Salt Lake City Public Utilities (SLCPU) and neighboring communities and entities to collaboratively address mitigation needs to reduce wildfire intensity and duration when one occurs. The risk map shows that wildfire is moderate to extreme in the community indicating that steps should be taken to limit fire risk, rate of speed, ability of EMS to respond and infrastructure and structural damage. WUI communities can contain features that make response difficult in the event of an emergency, like; steep grades, narrow and/or single-access roads and gates. The community should consider working with the local fire department on social media alerts, evacuation plans and ongoing outreach and education to be as prepared as possible for when a wildfire occurs.



PART I COMMUNITY DESCRIPTION

Community Legal Structure

List the government entities associated with the community – city, town, unincorporated community,

CWPP

| special service district, homeowner association(s), other. | | | |
|--|---|--------------|---------------------------|
| Organization | Contact Person | Phone Number | E-mail |
| White City Metro Township Mayor | Paulina Flint | 801-712-0792 | pbflint@yahoo.com |
| Salt Lake County Emergency Management | Emergency Manager Clint Mecham | 801-743-7103 | cmecham@unifiedfire.org |
| Greater Salt Lake Municipal Services District | Brian Hartsell-Deputy Manager | 801-381-8505 | bhartsell@msd.utah.gov |
| Unified Fire Authority | Dan Pedersen – UFA Fire Chief | 801-743-7200 | dpeterson@unifiedfire.org |
| Salt Lake County Sheriff | Rosie Rivera – Salt Lake County Sheriff | 801-568-7200 | rrivera@slco.gov |
| Sandy Fire Department | Bruce Cline-Sandy City Fire Chief | 801-568-7100 | bcline@sandy.utah.gov |

| Population – all focus areas | |
|---|-------|
| Approximate number of homes | 1,824 |
| Approximate number of lots | 1862 |
| Approximate number of commercial entities | 1 |
| Approximate number of full-time residents | 5,599 |
| Approximated number of part-time residents | |
| <i>Notes/comments: Parcel and household information derived from SLCO parcel layer. White City only has one commercially zoned parcel but has several home-based businesses</i> | |

| Restricting Covenants, Ordinances, etc. (Attach as appendix) – all focus areas | | |
|---|--|--|
| For example, home association bylaws may have requirements regarding building construction materials or vegetation removal, or regarding access in a gated community. | | |
| Source | Details | Focus area |
| White City Fireworks Regulation | No fireworks within 300 feet of Dimple Dell Park | The Streets adjoining Dimple Dell Park |
| | | |

CWPP

| Access – Enter Focus Area 1 | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| Directions to community | | | | | | | | |
| I-15 south from Salt Lake City. Exit on 10400 East, head east to Hwy. 71, and turn left. | | | | | | | | |
| Seasonal access | | | | | | | | |
| All weather access to all streets and structures within White City Metro Township | | | | | | | | |

| Roads – Enter Focus Area 1 | | | | | | | | |
|---|------|------|-----|----------|------------|------------|----------|--------|
| | None | Some | All | Adequate | Inadequate | % Pavement | % gravel | % dirt |
| Road signs present | | | X | X | | 100 | | |
| Will support normal flow of traffic | | | X | X | | 100 | | |
| Are loop roads | | X | | X | | 100 | | |
| Are dead-end roads | | X | | X | | 100 | | |
| Turnaround space available at end of road for emergency equipment | | | X | X | | 100 | | |
| <i>Notes/comments:</i> | | | | | | | | |

| Driveways – Enter Focus Area 1 | | | | | | |
|---|----------|------------|------|-----|------|-----|
| | Adequate | Inadequate | None | Few | Most | All |
| Most driveways width and height clearance, road grades and vegetation appearance are... | X | | | | | X |
| Individual homeowners have posted their name and address | X | | | | | X |
| <i>Notes/comments:</i> | | | | | | |

| Structures – Enter Focus Area 1 | | | | | | |
|---------------------------------|------|-----|------|------|------|-----|
| | None | Few | Some | Many | Most | All |
| Wood frame construction | | | X | | | |
| Have wood decks or porches | | X | | | | |

CWPP

| | | | | | | |
|--|---|--|--|--|--|---|
| Have wood, shake or shingle roofs | X | | | | | |
| Are visible from the main subdivision road | | | | | | X |
| <i>Notes/comments:</i> White City Metro Township is a mixture of wood and brick construction. None of the roofs are of wood or shake construction. | | | | | | |

| Bridges, Gate, Culverts, other – Enter Focus Area 1 | | | |
|---|------|------|-----|
| | None | Some | All |
| Bridges support emergency equipment | | | X |
| Gate provides easy access to emergency equipment | | | X |
| Culverts are easily crossed by emergency equipment | | | X |
| <i>Notes/comments:</i> | | | |

| Utilities – Enter Focus Area 1 | | | | | | |
|--|--------------|--------------|----------------|--------------|--|------------|
| | Below ground | Above ground | Provided by | Phone number | % marked with a flag or other highly visible means | % utilized |
| Telephone service | | X | Century Link | | 100 | 100 |
| Electrical service | | X | Rocky Mountain | | 100 | 100 |
| Are there homes utilizing propane? | N/A | N/A | | | 0% | 0% |
| Are there homes utilizing natural gas? | | X | Dominion Gas | | 100 | 100 |
| <i>Notes/comments:</i> | | | | | | |

| List locations of propane tanks above ground – all focus areas | | |
|--|-------------------------|------|
| Owner | Address, lat/long, etc. | Size |
| N/A | | |
| | | |
| | | |
| <i>Notes/comments:</i> | | |

| Primary Water Sources – all focus areas |
|---|
|---|

CWPP

| | | |
|---|--------------------------|-----|
| Approximate % homes using central water system | | 100 |
| Approximate % homes using individual wells | | 0 |
| Approximate % homes having additional private water source | | 0 |
| Water provided by | White City Water Company | 100 |
| Notes/comments: White City Water Company, 999 E. Galena Drive, White City, UT 84094 801-571-3991 | | |

| List locations of water sources – all focus areas | | |
|--|-------------------------|------------|
| Owner | Address, lat/long, etc. | Accessible |
| N/A | | |
| | | |
| | | |
| Notes/comments: White City Metro Township has fire hydrants located throughout their Township. | | |

PART II: RISK ASSESSMENT

The following information is based on the Communities At Risk (CARs) list that was developed cooperatively at the local and state level to assist land management agencies and other stakeholders in determining the scope of the WUI challenge and to monitor progress in mitigating the hazards in these areas. This information is updated annually through the interagency fuel groups. Input the fields that are reflected on the state list found on our website at forestry.utah.gov.

| Area Fire History | | | |
|--------------------|------------------------------------|-----------------|--------------|
| Month/Year of fire | Ignition point | Ignition source | Acres burned |
| 2017 | Open field, private horse property | Unknown | 2 |
| | | | |
| | | | |
| | | | |

| | | | |
|--|---|---------|--|
| Fire Occurrence: Number of fires in the area for the last 10 years 2011to 2021 | | | |
| 0 | 0 | No Risk | |

CWPP

| | | | |
|---------------|----------|-----------------|---------------------------------------|
| | 1 | Moderate | 0 to 1 fire/township |
| | 2 | High | 2 to 14 fires/township |
| | 3 | Extreme | Greater than 14 fires/township |
| Rating | 1 | Moderate | |

| Fuel Hazard: Assess the fuel conditions of the landscape and surrounding the community | | | |
|---|----------|-----------------|---|
| X | 0 | No Risk | |
| | 1 | Moderate | Moderate to low to control, fire intensities would generally cause moderate damage to resources based on slope, wind speed and fuel. Vegetation Types: Ponderosa pine/mountain shrub, grassland, alpine, dry meadow, desert grassland, Ponderosa pine, Aspen and mountain riparian. |
| | 2 | High | High resistance to control, high to moderate intensity resulting in high to moderate damage to resources depending on slope, rate of spread, wind speed and fuel loading. Vegetation Type: Maple, mountain shrubs, sagebrush, sagebrush/perennial grass, salt desert scrub, Black Brush, Creosote and Greasewood. |
| | 3 | Extreme | High resistance to control, extreme intensity level resulting in almost complete combustion of vegetation and possible damage to soils and seed sources depending on slopes, wind speed, rate of spread and fuel loading. |
| Rating | 0 | | |

| Values Protected: Evaluate the human and economic values associated with the community or landscape, such as homes, businesses and community infrastructure. | | | |
|---|----------|-----------------|--|
| | 0 | No Risk | |
| | 1 | Moderate | Secondary Development: This would be seasonal or secondary housing and recreational facilities. |
| X | 2 | High | Primary Development: This would include primary residential housing, commercial and business areas. |
| | 3 | Extreme | Community infrastructure and community support: This would be water systems, utilities, transportation systems, critical care facilities, schools manufacturing and industrial sites. It may also include valuable commercial timber stands, municipal watersheds and areas of high historical, cultural and/or spiritual significance which support and/or are critical to the well-being of the community. |
| Rating | 2 | | |

CWPP

| Fire Occurrence | Fuel Hazard | Values Protected | Fire Protection Capabilities | Overall Rating |
|--|-------------|------------------|------------------------------|----------------|
| 0 | | | | 0 |
| Total: 4-7 Moderate, 8-11 High, 12 Extreme | | | | 0 |

| Insurance Rating | |
|--|--|
| Provide the current insurance rating for the community | |
| ISO Fire Insurance Rating: | |

| | | | |
|---|---|----------|--------------------------|
| Protection Capabilities: Insurance Services Organization (ISO) rating for the community will serve as an overall indicator of the protection capabilities. | | | |
| X | 1 | Moderate | ISO Rating of 6 or lower |
| | 2 | High | ISO Rating 7 to 9 |
| | 3 | Extreme | ISO Rating 10 |
| Rating | 3 | | |

The following information is based on the Utah Wildfire Risk Assessment Portal (UWRAP) and Area of Interest (AOI) Summary Reporting Tool. Reports are generated using a set of predefined map products developed by the West Wide Wildfire Risk Assessment (2012) project. The UWRAP provides a consistent, comparable set of scientific results to be used as a foundation for wildfire mitigation and prevention planning in Utah.

Wildland Development Area (WUI) Impacts: Data set is derived using a Response Function modeling approach. To calculate the Wildland Development Area Impact Response Function Score, the Wildland Development Area housing density data was combined with flame length data and Response Functions assignments to represent potential impacts.

Wildfire Threat: A number that is closely related to the likelihood of an acre burning.

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Wildfire Risk: Combines the likelihood of a fire occurring (Threat), with those of areas of most concern that are adversely impacted by fire (Fire Effects). Wildfire Threat Index is derived from historical fire occurrence, landscape characteristics including surface fuels and canopy fuels, percentile weather derived from historical weather observations and terrain conditions. Fire Effects are compiled of Value Impacts and Suppression Difficulty factors.

| | Total Acres AOI for each Category with the percentages added | | |
|----------------|--|-------------|-----------------|
| | Wildfire Risk | WUI Impacts | Wildfire Threat |
| Low (1-4) | 0% | 0% | 17,082 / 38.3% |
| Moderate (5-7) | | | 22,895 / 51.2% |
| High (8-10) | | | 4.65310 / 4% |

Including maps from the UWRAP report may also be beneficial in this section. Consider using the following as an example.

- Location Specific Ignitions
- Ignition and Fire occurrence density
- Water Impacts
- Rate of Spread
- Suppression Difficulty
- Fire Effects
- Slope and aspect

Prevention: Activities directed at reducing the occurrence of fires, including public education, law enforcement, and personal contact.

Preparedness: Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.

Mitigation: Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.

Maintenance: The process of preserving actions that have occurred including fuel treatments and reduction.

Past Accomplishments

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| | |
|---------------------|---|
| Prevention | Fire prevention activities for fireworks during holidays. Follow State requirements |
| Preparedness | N/A |
| Mitigation | N/A |
| Maintenance | N/A |

PART III: RISK REDUCTION GOALS/ ACTIONS

Goals of Plan: Provide a brief statement under the Prevention, Preparedness, Mitigation and Maintenance goals. These should align with the pillars of the National Cohesive Strategy and the Utah Catastrophic Wildfire Reduction Strategy (1. Resilient Landscapes 2. Fire Adapted Communities 3. Wildfire Response).

Identification of Actions: Provide detailed project information. These projects/actions can be mapped/tracked in the Utah WRA portal and should be consistent with a Cooperative Agreement in compliance with the Wildfire Policy if applicable.

GOAL A: PREVENTION – Activities directed at reducing the occurrence of fires, including public education, law enforcement, and personal contact.

| A.1 - Prevention | | | |
|---|-----------|-----------------|-----------|
| Actions: | Timeline: | Community Lead: | Priority: |
| Public and educational information outreach | Annually | FD | High |
| | | | |

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| | | | |
|-------------------------------|--|--|--|
| | | | |
| | | | |
| | | | |
| Notes, updates and monitoring | | | |

GOAL B: PREPAREDNESS – Activities that lead to a state of response readiness to contain the effects of wildfire to minimize loss of life, injury, and damage to property. Including access to home/community, combustibility of homes/structures and creating survivable space.

| Goal B.1 – Evaluate, upgrade and maintain community wildfire preparation | | | |
|--|-----------|--------------------------|-----------|
| Action(s): | Timeline: | Community Lead: | Priority: |
| Develop 2021 CWPP (5-year shelf life) | 2021 | Dax Reid | High |
| Lot assessments | 2020-2026 | FD / FFSL | Medium |
| PPE Inspections | 2020-2026 | FD/County Fire Warden | High |
| Red Card refresher course for UFA Wildland Firefighters | Annually | County Fire Warden / FMO | High |
| Home Assessments | TBD | FD / FFSL | Medium |
| Notes, updates and monitoring: | | | |

| Goal B.2 – Educate community members to prepare for and respond to wildfire. | | | |
|--|-----------|-----------------|-----------|
| Action(s): | Timeline: | Community Lead: | Priority: |
| Wildfire Prevention Day / Fair / Event | Annually | FD / Liaison | High |
| Become a nationally recognized Firewise community | 2021-2023 | Liaison / FFSL | Medium |
| | | | |
| Notes, updates and monitoring | | | |

| Goal B.3 – Address identified regulatory issues impacting community wildfire prevention and response needs. | | | |
|---|-----------|-----------------|-----------|
| Action(s): | Timeline: | Community Lead: | Priority: |
| Identify and list CC&R's, HOA rules and SL County rules and regulations regarding vegetation mitigation | Annually | FD / Liaisons | High |
| | | | |

CWPP

Notes, updates and monitoring

Goal B.4 – Evaluate response facilities and equipment.

| Action(s): | Timeline: | Community Lead: | Priority: |
|--------------------------------------|-----------|-----------------------|-----------|
| UFA wildland equipment inspections | Annually | FD/County Fire Warden | High |
| | | | |
| <i>Notes, updates and monitoring</i> | | | |

GOAL C: MITIGATION – Actions that are implemented to reduce or eliminate risks to persons, property or natural resources including fuel treatments and reduction.

Goal C.1 – Decrease fuels within the community to reduce wildfire impact in and around the community.

| Action(s): | Timeline: | Community Lead: | Priority: |
|--|-----------|------------------------|-----------|
| Identify target areas for prioritized fuel mitigation efforts | 2021-2026 | FD/ Parks Dept / FFSL | High |
| Thinning efforts for ingress/egress | Ongoing | FD/ Parks Dept / FFSL | High |
| Defensible space work with residents | Ongoing | FD / Parks Dept / FFSL | High |
| Assess trail systems for fire break viability | TBD | FD / Parks Dept | High |
| Oak Brush assessment and reduction in priority and high risk areas | Ongoing | FD / Parks Dept / FFSL | High |
| <i>Notes, updates and monitoring</i> | | | |

Goal C.2 – Work with local, state and federal fire officials to decrease fuels on private and adjacent public lands to reduce wildfire intensity and impact in and around the community.

| Action(s): | Timeline: | Community Lead: | Priority: |
|--|-----------|-----------------------|-----------|
| Work with SL County on vegetation mitigation | 2021-2026 | FD / SL County / FFSL | High |
| Work with Rocky Mtn. Power on trees impacting power transmission lines | 2021-2026 | FD / RMP / FFSL | High |
| <i>Notes, updates and monitoring:</i> | | | |

GOAL D: MAINTENANCE – The process of preserving actions that have occurred including fuel treatments and reduction.

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| Goal D.1 - Regularly evaluate, update and maintain project commitments. | | | |
|---|------------------|--------------------------------------|------------------|
| Action(s): | Timeline: | Community Lead: | Priority: |
| Annually update CWPP goals and priorities with maps | Annually | FFSL / SL County Fire Warden / UFA | High |
| Review all mitigation projects | Annually | SFD / FFSL | High |
| Identify and address invasive weed species, treatment timing and method i.e. mechanical, chemical or biological | 2021-2026 | Liaison / SL County Weeds Department | High |
| | | | |
| <i>Notes, updates and monitoring:</i> | | | |

PART IV: CONTACTS

The contacts in this part identify community resources that can be used to complete the goals of the plan.

| Planning Committee Member List | | | |
|---------------------------------------|-----------------------|---------------------|---------------------------|
| Name | Affiliation | Phone Number | E-mail |
| Dax Reid | WFA WUI Coordinator | | daxreid@utah.gov |
| Robert Sanders | SL County Fire Warden | | rsanders@utah.gov |
| James Woodward | UFA | | jwoodward@unifiedfire.org |
| | | | |
| | | | |
| | | | |

| Media Support | | |
|--------------------------------|----------------------|---------------------|
| Organization | Email | Phone |
| News Entity and Contact | Email Address | Phone Number |
| Channel 2 (KUTV) News Desk | newsdesk@kutv2.com | 801-839-1333 |
| Channel 4 (ABC) John Gleason | News@abc4.com | |
| Channel 5 (KSL) Sam Penrod | sam.penrod@ksl.com | 801-575-5592 |
| Channel 13 (FOX) Renai Bodley | News@fox13news.com | 801-536-1306 |
| KBYU Television | | 800-298-5298 |

CWPP

| | | |
|---|------------------------------|--------------|
| Daily Herald | Stittrington@heraldextra.com | 801-344-2570 |
| Daily Herald Kurt Hanson, Reporter | khanson@heraldextra.com | 801-344-2560 |
| Daily Herald Janice Peterson, Online Editor | Jpeterson@heraldextra.com | 801-344-2530 |
| Daily Herald Stacy Johnson, Online Editor | Sjohnson@heraldextra.com | 801-344-2543 |
| Daily Herald David Kennard, Executive Editor | Dkennard@heraldextra.com | 801-602-6612 |
| Deseret News Sara Israelsen- Hartley | Sisraelsen@desnews.com | 801-437-7627 |
| Salt Lake Tribune Stephen Hunt | all.justice@sltrib.com | 801-257-8787 |
| Metro News Tom Jordan | Tom_jordan@metronetworks.com | 801-281-6754 |

| Transportation | | | |
|------------------------|----------------|--------------|--------|
| Organization | Contact Person | Phone Number | E-mail |
| Utah Transit Authority | | 801-743-3882 | |
| | | | |

APPENDIX

| | |
|--------------------|--|
| Appendix A: | |
| Appendix B: | |
| Appendix C: | |
| Appendix D: | |

SECTION I. The amendments made here are designated by underlining the new substituted words. Words being deleted are designated by brackets and interlineations.

SECTION II. Chapter 19.15 of the White City Code of Ordinances is enacted as follows in order to authorize internal accessory dwelling units in certain residential zones and to enact related regulations.

19.15.010 Purpose.

White City recognizes that Internal Accessory Dwelling Units in single-family residential zones can be an important tool in the overall housing plan for White City. The purposes of the Internal Accessory Dwelling Unit standards of this code are to:

- A. Comply with pending State of Utah legislation which allows for Internal Accessory Dwelling Units generally and requires municipalities to adopt an ordinance if they wish to regulate certain requirements of the dwellings;
- B. Allow opportunities for property owners to provide social or personal support for family members where independent living is desirable;
- C. Provide for affordable housing opportunities;
- D. Make housing units available to moderate income people who might otherwise have difficulty finding housing in White City;
- E. Provide opportunities for additional income to offset rising housing costs;
- F. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle;
- G. Preserve the character of single-family neighborhoods by providing standards governing development of Internal Accessory Dwelling Units; and

- H. Ensure that Internal Accessory Dwelling Units are properly regulated by requiring property owners to obtain a business license and a building permit for an IADU prior to renting the IADU.

19.15.020 Definitions.

"Internal Accessory Dwelling Unit" means an accessory dwelling unit created:

- A. within a primary dwelling;
- B. within the footprint of the primary dwelling at the time the internal accessory dwelling unit is created; and
- C. for the purpose of offering a long-term rental of 30 consecutive days or longer.

"Owner Occupancy" means a property where the property owner, as reflected in title records, makes his or her legal primary residence at the site, as evidenced by voter registration, vehicle registration, driver's license, county assessor records or similar means.

"Primary Dwelling" means a single-family dwelling that is detached and is occupied as the primary residence of the owner of record.

"Public Utility Easement" (PUE) means an area on a recorded plat map or other recorded document that is dedicated to the use and installation of public utility facilities.

19.15.030 Allowed areas and zones.

- a. IADUs incorporated within the single-family residence shall be a permitted use on single family home lots in primarily residential zones that require 6,000 square foot minimum lot sizes or greater excepting those lots in the A-1, A-2 and R-1-21 zones. These zones comprise less than 25% of the total residential zoned area of White City and may be exempted by Utah State Code 10-9a-530(4)(e)(i).

- b. In no case shall an IADU be permitted in a townhome, a multi-family PUD or other attached unit type, or on any lot that cannot satisfy parking, or other conditions of the code.

19.15.040 Number of residents.

IADUs shall not be occupied by more than four persons.

19.15.050 Parking requirements.

In addition to the required parking for the existing home, the property owner must demonstrate that one (1) on-site parking space is available for an IADU. A property owner bears the burden of showing by a preponderance of the evidence that sufficient parking is available. In cases where attached garage conversions are done to create IADU, replacement on-site parking spaces are required for the primary dwelling in a number equal to the parking spaces eliminated by such IADU.

19.15.060 – Owner occupancy.

The primary dwelling or the IADU must have owner occupancy. An application for an IADU shall include evidence of owner occupancy.

19.15.070 – Number of IADUs per lot.

Only one IADU is allowed per lot.

19.15.080 – IADU design standards.

- A. An approved building permit is required for all IADUs before an IADU is constructed, and all other applicable provisions of this chapter and the White City Code must be met before an IADU can be rented. Existing non-compliant IADUs may come into compliance by receiving a permit and verifying existing work was done according to code.

- B. The design and size of an IADU shall conform to all applicable building, fire, and health codes, including applicable water service requirements.
- C. Conversions of an existing space to an IADU will require compliance with safety requirements per building code including, but not limited to, egress windows with window wells in case of emergency, close off door(s) if needed between the IADU and main unit, and sufficient HVAC and climate control for the IADU.
- D. IADUs will not require a separate HVAC or firewall.
- E. Owner shall provide a separate address marking for emergency services and mailing services.
- F. Single family residences with an IADU shall retain the same appearance as a single-family residence.

19.15.090: Affidavit and Notice of Accessory Dwelling Unit

Applicants for IADUs shall provide an affidavit stating that the owner of the property will live in either the primary dwelling or IADU as their primary residence. Upon approval of the IADU by the building official, and upon the issuance of a business license pursuant to Section 19.15.130, a Notice of Internal Accessory Dwelling Unit including the affidavit shall be recorded against the property to provide notice to a future owner of the owner occupancy requirement for the IADU. Upon sale of the property, if the new owner wishes to continue use of a previously approved IADU, the new owner shall be required to sign and a new affidavit, update their information with the planning and business license departments, and comply with current administrative IADU requirements. A copy of the recorded notice will be provided to the applicant when completed.

19.15.100: Business licensing.

Prior to renting out any IADU, a business license must be obtained. That license must be maintained and renewed annually as long as the unit is rented out.

19.15.110: Retention of single-family residence status

- A. IADUs are part of a single-family residence and shall not be treated as a multi-family residence.
- B. IADUs may not be separately metered apart from the single-family residence.
- C. IADUs may not be sold or subdivided separately from the single-family residence.

19.15.120: Short-term rental use prohibited.

Units approved as IADUs shall not be used as short-term rentals. Any rentals shall be made for 30 consecutive days or more.

19.15.130 Remedies for Violations

In addition to any other legal or equitable remedies available to a municipality, White City Metro Township may hold a lien against a property that contains an internal accessory dwelling unit in accordance with the provisions and procedures of Utah Code Annotated Section 10-9a-530, if the owner of the property violates any of the provisions of that Section or any of the provisions of this ordinance.

19.15.140 Variances.

The land use hearing officer may grant variances to the standards of this chapter in accordance with section 19.92.040. The land use hearing officer may not grant a variance from Building Code requirements, owner occupancy provisions, lot square footage requirements, or the number of units allowed per lot.

SECTION III. This ordinance shall become effective fifteen days after its passage and upon publication of the ordinance, or a summary thereof on the Utah state noticing website.

DRAFT