

1 13.03.030: **SPECIFIC SUBMISSION REQUIREMENTS FOR THREE-STEP REVIEW:**

2 In addition to the requirements of section 13.03.020 of this chapter, the submission requirements
3 of a proposed land use, development or other matter which is subject to a three-step review as
4 per section 13.08.010 of this title shall be as follows:

5 A. *Conceptual Review:* The following items shall be submitted to the community development
6 director for conceptual plan review, unless waived by the community development director as not
7 applicable.

8 1. Three (3) full size paper copies and one 11" X 17" paper copy of the proposed site plan
9 composed of a scaled drawing of and information pertaining to, a proposed development site. A
10 site plan shall include the following:

- 11 a. North arrow.
- 12 b. Name of development.
- 13 c. Name, phone number and business address of applicant/developer and project designer.
- 14 d. Name, phone number and business address of property owner.
- 15 e. A vicinity map containing sufficient information to accurately locate the property shown on
16 the plan.
- 17 f. Tabulation table in the following format:

	Square Feet	% Of Total
Total area		
Total building area		
Total impervious area		
Total landscaped area		

- 18
- 19 g. For residential uses, show the number of dwelling units and the overall units per acre.
- 20 h. For nonresidential uses, show the proposed distribution of uses in square feet within
21 each separate structure.
- 22 i. Proposed building elevations and the projected overall height from existing grade.
- 23 j. Names and locations of fronting streets, public or private.
- 24 k. Footprints of proposed and existing buildings.
- 25 i. Building setback lines as required by the current zone standards.
- 26 m. Existing and proposed drive accesses.
- 27 n. Parking locations and number of spaces.

1 o. Existing contours.

2 p. Current zoning.

3 B. *Preliminary (technical) Review*: For review of a preliminary application, the applicant shall submit
4 to the community development director the following:

5 1. A copy of the approved conceptual application.

6 2. Three (3) full size paper copies of the preliminary site plan, drawn to scale (approximately 1
7 inch equals 40 feet) by a certified engineer, architect, or land surveyor, and one 11" X 17" paper
8 copy containing the following information:

9 a. In a title block located in the lower right hand corner the following shall appear:

10 (1) The proposed name of the project, which name shall be approved by the community
11 development department;

12 (2) The location of the project, including: address, and section, township and range;

13 (3) The names and addresses of the owner, the subdivider, if different than the owner,
14 and of the designer of the site plan;

15 (4) The date of preparation, scale (no less than 1 inch to equal 40 feet) and the north
16 arrow.

17 b. The preliminary site plan shall show the following existing conditions:

18 (1) The boundary lines of the proposed project indicated by a solid heavy line and the
19 total approximate acreage encompassed thereby;

20 (2) All abutting property under the control of the applicant, even though only a portion is
21 included in the development;

22 (3) The location, width and names of all existing public or private streets, and driveway
23 entrances within two hundred feet (200') of the project boundaries and of all prior platted
24 streets or other public ways, railroad and utility rights of way, parks and other public open
25 spaces, permanent buildings and structures, permanent easements and section and
26 corporation lines, within and abutting the project;

27 (4) The location of all wells, proposed, active and abandoned, and of all reservoirs within
28 the project and to a distance of at least two hundred feet (200') beyond the project
29 boundaries;

30 (5) Existing sewers, water mains, culverts or other underground facilities within the
31 project and to a distance of at least two hundred feet (200') beyond the project
32 boundaries, indicating pipe sizes, grades, manholes and exact location;

33 (6) Existing ditches, canals, natural drainage channels, and open waterways and
34 proposed realignments;

35 (7) Contours at vertical intervals of not more than two feet (2'). The 100-year flood level of
36 all watercourses, if any, shall be indicated in the same datum for contour elevations;

1 (8) All installed fire hydrants on or within five hundred feet (500') of the proposed
2 subdivision;

3 (9) Current zoning designation, on and off site; and

4 (10) Location of all trees.

5 ~~3c.~~ The preliminary site plan shall show proposed:

6 ~~a.~~ (1) Zoning;

7 ~~b.~~ (2) Areas intended to be dedicated or temporarily reserved for public use or set aside for
8 use of property owners in the project;

9 ~~c.~~ (3) Building setback lines, including dimensions;

10 ~~d.~~ (4) Easements for water, sewers, drainage, utility lines and any other easements
11 required by the planning commission's conceptual approval;

12 ~~e.~~ (5) Tabulations showing the square footage and percent of total area in:

13 ~~(1)~~i. Off street parking;

14 ~~(2)~~ii. Buildings and/or buildable area;

15 ~~(3)~~iii. Total floor space by use;

16 ~~(4)~~iv. Landscaped areas;

17 ~~(5)~~v. Impervious surfaces; and

18 ~~f.~~ (6) Dimensioned parking layout showing location of individual parking stalls, driveways
19 and other areas of ingress and egress.

20 (7) Location of consolidated open space.

21 (8) Location and type of solid waste disposal facilities.

22 43. A detailed landscaping plan. Such landscaping plans shall be prepared by a qualified
23 professional, and shall include:

24 a. Distribution of new plant material and trees described by name or type, and plans for
25 slope control and/or other physical environmental changes;

26 b. Special effects and decorative materials;

27 c. Irrigation systems (sprinkler, bubbler, etc.);

28 d. Recreation equipment; and

29 e. An analysis of the impact of the development upon existing vegetation, especially as it
30 relates to the removal of any significant trees.

- 1 f. Location and description (height, materials) of existing and proposed fences with any
2 revised letters of agreement with abutting property owners.
- 3 g. Location and description (dimensions, distance to property lines and type of lighting
4 [direct or indirect]) of existing and proposed freestanding signs.
- 5 ~~54.~~ Drawings of proposed structure elevations, including covered parking, showing the height,
6 dimensions, appearance, materials proposed, and percentage of each material used on each
7 building elevation, along with the location and description of any proposed wall signs.
- 8 ~~6. Location and description (height, materials) of existing and proposed fences with any revised~~
9 ~~letters of agreement with abutting property owners.~~
- 10 ~~7. Location and description (dimensions, distance to property lines and type of lighting [direct or~~
11 ~~indirect]) of existing and proposed signs.~~
- 12 ~~85.~~ A detailed lighting plan prepared by a professional and emphasizing energy conservation and
13 compatibility with abutting and adjacent uses and using the minimum light necessary to achieve
14 visibility and security.
- 15 ~~Location of consolidated open space.~~
- 16 ~~9 Location and type of solid waste disposal facilities.~~
- 17 ~~106.~~ A will-serve letter to the community development director from each utility company serving
18 the project stating the company has reviewed the plan, its comments concerning the extent of
19 service availability, and acceptance of the proposed location of all utility easements. A copy of the
20 approved plan, initialed and stamped by the utility company shall be submitted with the letter.
- 21 ~~117.~~ A copy of proposed CC&Rs, if applicable.
- 22 ~~12. Appropriate supporting documents showing compliance with state and federal standards such~~
23 ~~as, air emissions, site pollution prevention measures and water discharge standards.~~
- 24 ~~138.~~ Statement of the estimated starting and completion dates for each phase of development,
25 including proposed grading work and any landscape work.
- 26 9. Two (2) full size and paper copies of the proposed civil construction drawings, sheet not to
27 exceed 24" X 36, and one (1) 11" X 17" size paper copy of each drawing with sufficient detail for
28 construction of all improvements, stamped by the project engineer including:
- 29 a. Horizontal Control
30 b. Demolition
31 c. Grading and Drainage
32 d. Erosion control
33 e. Utilities, on-site and off-site
34 f. Roadway design
35 g. Civil details, general notes, etc.
36 h. Appropriate supporting documents showing compliance with state and federal standards
37 such as; air emissions, site pollution prevention measures and water discharge standards.
38

1 ~~1410.~~ To mitigate possible adverse impacts from the proposed development, the technical
2 review committee shall determine from a review of the preliminary site plan whether the following
3 additional information shall be submitted:

4 a. Soil erosion, geological hazard and sedimentation studies and/or control plans and
5 specifications. Such studies, control plans, and specifications shall be prepared by a qualified
6 professional with the costs of preparation of such plans and specifications being borne by the
7 applicant.

8 b. A traffic study prepared by a qualified traffic engineer or other city qualified person.

9 C. *Final Review.* The following items shall be submitted to the community development director for
10 final review:

11 1. A final site plan including all modifications or additions as required by the planning
12 commission preliminary site plan approval.

13 2. ~~A copy of the CC&Rs, if applicable.~~ Title report as required by the city attorney.

14 ~~4.3.~~ All final required-site engineering data and plans.

15 ~~5.4.~~ Where applicable, a copy of the conditional use permit.

16 D. *Requirements for Subdivisions:* Submission requirements for subdivisions shall be as required by
17 chapter 13.10 of this title. (Ord. 2012-15, 9-20-2012)

13.10.050:

1 13.10.050: **SUBMISSION REQUIREMENTS:**

2
3 A. *Conceptual Plat:* Unless waived by the community development director as not applicable,
4 the following items shall be submitted for conceptual subdivision review:

- 5
6 1. All information required by section 13.03.040 of this title;
7
8 2. A scaled drawing of, ~~and information pertaining to,~~ the proposed subdivision. Such
9 drawing shall include:
10 a. Name of development;
11 b. Name, phone number and business address of applicant/developer and engineer or
12 land surveyor responsible for the preparation of the drawing;
13 c. Name, phone number and business address of property owner;
14 d. Date of preparation, scale, north arrow and current zoning designation;
15 e. A vicinity map containing sufficient information to locate accurately the property shown
16 on the plat;
17 f. The number of proposed lots with lot widths and area;
18 g. Names and locations of existing and proposed fronting streets, public or private;
19 h. Existing contours;
20 i. Existing location of all significant trees as defined in chapter 13.76 of this title.

21
22 B. *Preliminary Plat:* Following Conceptual Plat approval the applicant shall submit to the
23 community development director the following:

- 24
25 1. A completed preliminary plat application and fee together with the approved conceptual
26 plat.
27
28 2. Three (3) full size paper copies and one 11-inch by 17-inch size copy of the preliminary
29 plat, drawn to scale by a licensed engineer, architect, or land surveyor. A preliminary plat
30 shall include the following:
31
32 a. In a title block located in the lower right hand corner the following shall appear:
33
34 (1) The proposed name of the subdivision, which name shall be verified by the
35 community development department to be free of duplication;
36
37 (2) The location of the subdivision, including: current property address, and section,
38 township and range;
39
40 (3) The names and addresses of the owner, the subdivider, if different than the
41 owner, and the designer of the subdivision; and
42
43 (4) The date of preparation, scale (no less than 1 inch to equal 40 feet) and the north
44 arrow.
45
46 b. A preliminary plat shall show existing conditions:
47
48 (1) The location of and dimensions to the nearest monument;
49
50 (2) All abutting property under the control of the subdivider, even though only a
51 portion is being subdivided;
52
53 (3) The location, width and names of all existing public or private streets, and drive
54 entrances within two hundred feet (200') of the subdivision and of all prior platted
55 streets or other public ways, railroad and utility rights of way, parks and other public

1 open spaces, permanent buildings and structures, permanent easements and section
2 and corporation lines, within and adjacent to the tract;

3
4 (4) The location of all existing wells, active and abandoned, and of all reservoirs
5 within the tract and to a distance of at least two hundred feet (200') beyond the tract
6 boundaries;

7
8 (5) Existing sewers, water mains, culverts or other underground facilities within the
9 tract and to a distance of at least two hundred feet (200') beyond the tract
10 boundaries, indicating pipe sizes, grades, manholes and exact location;

11
12 (6) Existing ditches, canals, natural drainage channels, and open waterways;

13
14 (7) Boundary lines of ~~adjacent~~ abutting tracts of unsubdivided land, showing
15 ownership where possible;

16
17 (8) Contours at vertical intervals of not more than two feet (2'). The 100-year flood
18 level of all watercourses, if any, shall be indicated in the same datum for contour
19 elevations;

20
21 (9) All installed fire hydrants on or within five hundred feet (500') of the proposed
22 subdivision; and

23
24 (10) Current zoning designation.

25
26 (11) Parcels under the control of the applicant but not included in the subdivision
27 shall be marked and included in the development and the boundary completely
28 indicated by bearings and distances including accurate outlines and legal
29 descriptions of any areas to be dedicated or reserved for public use, with the
30 purposes indicated thereon, and of any area to be reserved by deed or covenant for
31 common uses of all property owners.

32
33 c. A preliminary plat shall show proposed development:

34
35 (1) The boundary lines of the proposed subdivision indicated by a solid heavy line
36 and the total approximate acreage encompassed therein;

37
38 (2) Layout, numbers, and typical dimensions of lots;

39
40 (3) Parcels of land intended to be dedicated or temporarily reserved for public use or
41 set aside for use of property owners in the subdivision;

42
43 (4) Easements for water, sewers, drainage, utility lines and any other easements
44 required by the planning commission's conceptual approval;

45
46 (5) Details of all proposed realignments of existing ditches, canals, natural drainage
47 channels, and open waterways;

48
49 (6) Locations of all proposed streets, including typical street cross sections, and
50 dimensions of public streets, private streets, and driveways within two hundred feet
51 (200') of the plat (proposed street names shall be verified by the Salt Lake County
52 assessor's office to be free of duplications).

53
54 3. Where the plat submitted covers only a part of the subdivider's tract, a sketch of the
55 prospective street system of the unplatted parts of the subdivider's land shall be submitted,

1 and the street system of the part submitted shall be considered in relationship to existing
2 master street plans; and

3
4 4. Where required, written evidence of any agreements with ~~adjacent~~ abutting property
5 owners relative to the subdivision development. These agreements shall include those
6 relative to drainage, easements, protection strips, property line agreements or exchanges
7 and improvement bonds.

8
9 5. Where the subdivision abuts a public street, a detailed street tree plan, which shows
10 compliance with the provisions of section 13.77.080, "Street Tree Protection", of this title.

11
12 6. A will-serve letter from each utility company serving the project stating the company has
13 reviewed the plat and is setting forth its comments concerning the extent of service
14 availability; and acceptance of the proposed location of all utility easements. A copy of the
15 plat approved by the utility company shall be returned to the technical review committee,
16 initialed and stamped by the company.

17
18 7. A copy of proposed protective covenants, articles of incorporation, association or
19 condominium, if applicable.

20
21 ~~8. Appropriate supporting documents showing compliance with state and federal standards~~
22 ~~such as air emissions, site pollution prevention measures, and water discharge~~
23 ~~standards.~~ Information required for the city to establish financial guarantee for any
24 improvements to be placed on public property.

25
26 ~~409.~~ To mitigate possible adverse impacts from the proposed development, the technical
27 review committee shall determine from a review of the preliminary plat whether the soil,
28 slope, vegetation, and the drainage characteristics of the site are such as to require
29 substantial cutting, clearing, grading, and other earthmoving operations in the construction of
30 the development, or otherwise create an erosion hazard and, if so, the community
31 development director shall require the applicant to provide soil erosion, geological hazard and
32 sedimentation control plans and specifications. Such control plans and specifications shall be
33 prepared by a qualified professional with the costs of preparation of such plans and
34 specifications being borne by the applicant.

35
36 ~~410.~~ The following additional information shall be submitted to the community
37 development director for preliminary plat review if determined necessary by the community
38 development director and the technical review committee:

39
40 a. A traffic study prepared by a qualified traffic engineer or other qualified person; and

41
42 b. Evidence that the applicant has sufficient control to effectuate the proposed use.

43
44 ~~4211.~~ Where applicable, a geotechnical study including groundwater depths, soil stability
45 and seismic hazard potential.

46
47 12. Civil construction drawings with sufficient detail for construction of all improvements,
48 stamped by the project engineer including:

49
50 a. Horizontal Control

51 b. Demolition

52 c. Grading and Drainage

53 d. Erosion control

54 e. Utilities, on-site and off-site

55 f. Roadway design

56 g. Civil details, general notes, etc.

1 h. Appropriate supporting documents showing compliance with state and federal
2 standards such as; air emissions, site pollution prevention measures and water discharge
3 standards.

4
5 C. *Final Plat*: The following items shall be submitted to the community development director for
6 final plat review:

7
8 1. A completed final plat application and fee together with the approved and updated
9 preliminary plat;

10
11 2. If applicable, a trust agreement for perpetual care funds as required as part of the
12 preliminary plat approval;

13
14 3. Title report as required by the city attorney.

15
16 ~~34.~~ Three (3) full size paper copies and one 11-inch by 17-inch size copy of the final plat,
17 drawn to scale by a licensed engineer, architect, or land surveyor. ~~as required by subsection~~
18 ~~C8 of this section.~~

19
20 ~~4. Engineering plans designed and drawn to minimum or higher standards and including:~~

21 ~~a. Typical street cross sections;~~

22 ~~b. Profiles of all streets, water, sewer and drainage lines. These profiles should be shown on~~
23 ~~separate sheets but to a scale no smaller than one inch equals twenty feet (1" = 20') vertical~~
24 ~~and one inch equals forty feet (1" = 40') horizontal; and~~

25 ~~c. A plat showing lot lines, site grading, street improvements, drainage, and public utility locations.~~
26 ~~Also submission of engineering feasibility studies if required by the planning commission. The~~
27 ~~plat shall be drawn to a scale not less than one inch equals one hundred feet (1" = 100'), and~~
28 ~~shall indicate the basis of bearings, true north point, name of project, and quarter section,~~
29 ~~block and lot number of the property under consideration;~~

30 ~~d. Details of any proposed drainage structures, cribbing, terraces, retaining walls and/or surface~~
31 ~~protection, not including vegetation cover, revegetation plan as required to mitigate impacts~~
32 ~~of grading or excavation and required for the support of adjoining property.~~

33
34 ~~5. A notice of covenants, conditions and other restrictions if applicable.~~

35
36 ~~6. Title report as required by the city attorney.~~

37
38 ~~7. All additional engineering data, plans and information required to clarify the project.~~

39 ~~8. Drawings for final subdivision plat approval shall meet the following standards:~~

40
41 a. Drawings shall be prepared and certification made as to plat accuracy by a registered
42 professional licensed to do such work in the state of Utah. The final plat shall be drawn
43 on a sheet approved by the Salt Lake County recorder (mylar original). The final plat shall
44 be drawn with all lines, dimensions and markings made in waterproof black drawing ink.
45 A workmanlike execution of the plat shall be made in every detail. A poorly drawn or
46 illegible plat is sufficient cause for final plat rejection.

47
48 b. The information on the plat shall include the following:

49 (1) Name of development;

50 (2) Name and address of owner or owners of record;

51 (3) Total acreage of development project; total number of lots and acreage of each;

52 (4) Township, range, section (and quarter section, if portion);

53 (5) Graphic scale;

54 (6) North arrow and basis thereof;

55 (7) Date of preparation;

56 (8) Zoning designation as of date of approval; and

1 (9) Legal description.
2

3 c. The bearings, distances and curve data of all perimeter boundary lines shall be
4 indicated outside the boundary line, not inside with the lot dimensions, and tied to two (2)
5 existing land monuments (and state plane coordinates when required by the city
6 engineer). Boundary lines shall be drawn heavier than street and lot lines.
7

8 d. Accurate angular and linear dimensions for all lines, angles and curves used to
9 describe streets, alleys or similar areas to be reserved for public use and other important
10 features. All streets, walkways and alleys shall be designated as such and streets shall
11 be numbered; bearings and dimensions shall be given. The plat shall contain the
12 dedication to the city of all streets and highways included in the proposed subdivision.
13 Street monuments shall be installed by the subdivider's engineer or land surveyor at such
14 points designated on the final plat as are approved by the community development
15 department. Standard precast monuments shall be placed prior to the release of the
16 improvement bond. Where it is proposed that streets be constructed on property
17 controlled by a public agency or utility company, approval for the location, improvement
18 and maintenance of such streets shall be obtained from the public agency or utility
19 company and entered on the final plat in a form approved by the city attorney.
20

21 e. All bearings and lengths shall be given for all lot lines, except that bearings and
22 lengths need not be given for interior lot lines where the bearings and lengths are the
23 same as those of both end lot lines. Lot lines shall show dimensions in feet and
24 hundredths. Pipes or other such physical markers shall be placed at each lot corner.
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26 f. On curved boundaries and all curves in the plat, sufficient data shall be given to
27 enable the reestablishment of the curves on the ground. Lengths shall be shown to
28 hundredths of a foot, and angles and bearings shall be shown to seconds of arc. This
29 curve data shall include the following for circular curves:

- 30 (1) Radius of curve;
 - 31 (2) Central angle;
 - 32 (3) Tangent;
 - 33 (4) Arc length; and
 - 34 (5) Chord (bearing and length).
- 35

36 g. An identification system for all lots and blocks and names of streets.
37

38 h. The bearings, dimensions, and locations of all easements within the subdivision. The
39 following note shall be included:
40

41 *Utilities shall have the right to install, maintain, and operate their equipment above and*
42 *below ground and all other related facilities within the public utility easements identified*
43 *on this plat map as may be necessary or desirable in providing utility service within and*
44 *without the lots identified herein, including the right of access to such facilities and the*
45 *right to require removal of any obstructions including structures, trees and vegetation that*
46 *may be placed within the PUE. The utility may require the lot owner to remove all*
47 *structures within the PUE at the lot owner's expense, or the utility may remove such at*
48 *the lot owner's expense. At no time may any permanent structures be placed within the*
49 *PUE or any other obstruction which interferes with the use of the PUE without the prior*
50 *written approval of the utilities with facilities in the PUE.*
51

52 i. All lands within the boundaries of the plat shall be accounted for either as lots,
53 walkways, streets, alleys, excepted parcels, common areas, building areas, parking
54 areas, drainage facilities, landscape areas, and permanent open space, etc.
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56 j. All dimensions of irregularly shaped lots shall be indicated in each lot.

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k. Parcels that are not contiguous shall not be included in one plat, nor shall more than one plat be made on the same street. Contiguous parcels owned by different parties may be included in one plat, provided all owners join in dedication and acknowledgment.

l. The accurate location of all monuments, fire hydrants and streetlights to be installed shall be shown by the appropriate symbol. All United States, state, county or other official bench marks, monuments or triangulation stations in or adjacent to abutting the property, shall be preserved in precise position.

95. The final plat requires:

- a. A registered land surveyor's certificate of survey;
- b. The owner's certificate of dedication;
- c. A notary public's acknowledgment;
- d. The planning commission's certificate of approval;
- e. The city engineer's certificate of approval;
- f. The Salt Lake ~~Valley~~ County health department's certificate of approval;
- g. The community development director's certificate of approval;
- h. The city attorney's certificate of approval;
- i. The city manager's certificate of approval; and
- j. A one and one-half inch by five inch (1 1/2" x 5") space in the lower right hand corner of the drawing for the county recorder's use.
- k. Where applicable, the city council's certificate of approval.

~~106.~~ For all plats that include private streets, the following note shall be included: "No City Maintenance Provided on Private Streets".

~~117.~~ Where applicable, a note referring to a conditional use permit pertinent to the development.

~~128.~~ The city may request a computer file of the plat. The file shall be compatible with the city's electronic mapping system.

~~13. Parcels under the control of the applicant but not included in the subdivision shall be marked and included in the development and the boundary completely indicated by bearings and distances including accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses of all property owners.~~

~~14.~~
9. If a plat is revised, the redlined copy of the old plat shall be returned for comparison purposes.

D. *Vacating, Altering, Or Amending A Plat:* Each petition to vacate, alter, or amend an entire plat or a portion of a plat shall include:

13.10.050:

- 1 1. The name and address of each owner of record of the land contained in the entire plat;
- 2
- 3 2. The signature of each of these owners who consents to the petition; and
- 4
- 5 3. All information as required by subsection C of this section.
- 6
- 7 E. *Vacating A Street, Right Of Way, Or Public Access Easement*: A petition to vacate some or all
- 8 of a public street, right of way, or public access easement shall include:
- 9
- 10 1. The name and address of each owner of record of land that:
- 11 a. Abuts the public street, right of way, or easement; or
- 12
- 13 b. Is accessed exclusively by or within three hundred feet (300') of the public street, right
- 14 of way, or easement; and
- 15
- 16 2. The signature of each owner under subsection E1a of this section who consents to the
- 17 vacation.
- 18
- 19 3. All information as required by subsection C of this section. (Ord. 2012-15, 9-20-2012)

CITY OF HOLLADAY

ORDINANCE NO. 00-11
AN ORDINANCE ADOPTING A
TELECOMMUNICATIONS RIGHT-OF-WAY

WHEREAS, on 18 May 2000 the City Council of the City of Holladay (the "City") met in regular session to consider, among other things, adopting an ordinance regarding a telecommunications right-of-way; and

WHEREAS, after careful consideration, the City Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to adopt an ordinance regarding a telecommunications right-of-way.

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

**SECTION 1. DECLARATION OF FINDING AND INTENT;
SCOPE OF ORDINANCE**

1.1 Declaration of Finding and Intent.

1.1.1 *Findings Regarding Rights-of-Way*. The city finds that the rights-of-way within the city:

(a) Are critical to the travel and transport of persons and property in the business and social life of the city;

(b) Are intended for public uses and must be managed and controlled consistent with that intent;

(c) Can be partially occupied by utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare, and general economic well-being of the city and its citizens; and

(d) Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation, and maintenance in the rights-of-way.

1.1.2 *Finding Regarding Compensation*. The city finds that the right to occupy portions of the rights-of-way for limited times for the business of providing telecommunications services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the city and its taxpayers, and, therefore, at such time that the city deems it appropriate, telecommunications providers shall pay compensation for use of the rights-of-way.

1.1.3 Finding Regarding Local Concern. The city finds that while telecommunications systems are in part an extension of interstate commerce, their operations also involve rights-of-way, municipal franchising, and vital business and community service, which are of local concern.

1.1.4 Finding Regarding Promotion of Telecommunications Services. The city finds that it is in the best interests of its taxpayers and citizens to promote the logical development of telecommunications services, on a nondiscriminatory basis, in a manner that is responsive to community and public interest, and to assure availability for municipal, educational and community services.

1.1.5 Findings Regarding Franchise Standards. The city finds that it is in the interests of the public to franchise and to establish standards for franchising telecommunications providers in a manner that:

(a) Fairly and reasonably compensates the city on a competitively neutral and non-discriminatory basis as provided herein;

(b) Encourages competition by establishing terms and conditions under which providers may use valuable public property to serve the public;

(c) Fully protects the public interests and the city from any harm that may flow from such commercial use of rights-of-way;

(d) Protects the police powers and rights-of-way management authority of the city, in a manner consistent with federal and state law;

(e) Otherwise protects the public interests in the development and use of the city's infrastructure;

(f) Protects the public's investment in improvements in the rights-of-way; and

(g) Ensures that no barriers to entry of telecommunications providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting telecommunication services, within the meaning of the Act (defined below).

1.1.6. Power to Manage Rights-of-Way. The city adopts this ordinance pursuant to its power to manage the rights-of-way, pursuant to common law, the Utah Constitution and statutory authority, and to the extent the city deems it appropriate, to receive compensation for the use of rights-of-way by providers as expressly set forth by section 253 of the Act.

1.2 **Scope of Ordinance.** This ordinance shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights-of-way,

including providers of both the system and service, those providers of the system only, and those providers who do not build the system but who only provide services. This ordinance shall apply to all future providers and to all providers in the city prior to the effective date of this ordinance, whether operating with or without a franchise as set forth in section 12.2.

1.3 **Excluded Activity.**

1.3.1 Cable TV. This ordinance shall not apply to cable television operators otherwise regulated by ordinance (the "*Cable Television Ordinance*").

1.3.2 Wireless Service. This ordinance shall not apply to personal wireless service facilities.

1.3.3 Provisions Applicable to Excluded Providers. Providers excused by other law that prohibits the city from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this ordinance through the exercise of the city's police power and not preempted by other law shall be applicable.

SECTION 2. DEFINED TERMS

2.1 **Definitions.** For purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The word "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.1.1 "*Act*" means the Telecommunication Act of 1996 (P.L. No. 104-104), as amended from time to time.

2.1.2 "*Application*" means the process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights-of-way of all, or a part, of the city. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning: the construction of a telecommunications system over, under, on or through the rights-of-way; the telecommunications services proposed to be provided by the city by a provider; and any other matter pertaining to a proposed system or service.

2.1.3 "*City*" means the City of Holladay, Utah.

2.1.4 "*Completion Date*" means the date that a provider begins providing services to customers in the city.

2.1.5 “*Construction Costs*” means all costs of constructing a system, including make ready costs, other than engineering fees, attorneys or accountants fees, or other consulting fees.

2.1.6 “*Control*” or “*Controlling Interest*” means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the telecommunications system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than 25% of any provider (which person or group of persons is hereinafter referred to as “*Controlling Person*”). “*Control*” or “*Controlling Interest*” as used herein may be held simultaneously by more than one person or group of persons.

2.1.7 “*FCC*” means the Federal Communications Commission, or any successor thereto.

2.1.8 “*Franchise*” means the rights and obligation extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights-of-way within the boundaries of the city. Any such authorization, in whatever form granted, shall not mean or include: (i) any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city; (ii) any other permit, agreement or authorization required in connection with operations on rights-of-way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights-of-way.

2.1.9 “*Franchise Agreement*” means a contract entered into in accordance with the provisions of this ordinance between the city and a franchisee that sets forth, subject to this ordinance, the terms and conditions under which a franchise will be exercised.

2.1.10. “*Gross Revenue*” includes all revenues of a provider that may be included as gross revenue within the meaning of Chapter 26, Title 11, *Utah Code Annotated*, 1953, as amended.

2.1.11 “*Infrastructure Provider*” means a person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system which uses the rights-of-way.

2.1.12 “*Open Video Service*” means any video programming services provided to any Person through the use of rights-of-way, by a provider that is certified by the FCC to operate an open video system pursuant to sections 651, *et seq.*, of the Act regardless of the system used.

2.1.13 “*Open Video System*” means the system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing open video services to or from subscribers or locations within the city.

2.1.14 “*Operator*” means any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

2.1.15 “*Ordinance*” or “*Telecommunications Ordinance*” means this telecommunications ordinance concerning the granting of franchises in and by the city for the construction, ownership, operation, use or maintenance of a telecommunications system.

2.1.16 “*Person*” includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the city.

2.1.17 “*Personal Wireless Services Facilities*” has the same meaning as provided in section 704 of the Act which includes what is commonly known as cellular and PCS Services that do not install any system or portion of a system in the rights-of-way.

2.1.18 “*Provider*” means an operator, infrastructure provider, resaler, or system lessee.

2.1.19 “*PSC*” means the Utah Public Service Commission, or any successor thereto.

2.1.20 “*Resaler*” refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.

2.1.21 “*Rights-of-Way*” means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the city.

2.1.22 “*Signal*” means any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

2.1.23 “*System Lessee*” refers to any person that leases a system or a specific portion of a system to provide services.

2.1.24 “*Telecommunications*” means the transmission, between or among points specified by the user, of information of the user’s choosing (*e.g.*, data, video, and voice), without change in the form or content of the information sent and received.

2.1.25 “*Telecommunications System*” or “*System*” means all conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a provider, located in the rights-of-way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. “Telecommunications system” or “system” also includes an open video system.

2.1.26 “*Telecommunications Service(s)*” or “*Services*” means any telecommunications services provided by a provider within the city that the provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the services provided within the city, except that these terms do not include “cable service” as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 (47 U.S.C. § 521, *et seq.*), and the Telecommunications Act of 1996. Telecommunications system or systems also includes an open video system.

2.1.27 “*Wire*” means fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes.

SECTION 3. FRANCHISE REQUIRED

3.1 **Non-Exclusive Franchise.** The city is empowered and authorized to issue non-exclusive franchises governing the installation, construction, operation, use and maintenance of systems in the city’s rights-of-way, in accordance with the provisions of this ordinance. The franchise is granted through a franchise agreement entered into between the city and provider.

3.2 **Every Provider Must Obtain.** Except to the extent exempted by federal or state law, every provider must obtain a franchise prior to constructing a telecommunications system or providing telecommunications services, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system and shall be subject to the customer service and consumer protection provisions applicable to the cable TV companies. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise.

3.3 **Nature of Grant.** A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right to occupy rights-of-way on a non-exclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned, or subleased. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the city’s property. This section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise.

3.4 **Current Providers.** Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date of this ordinance shall request issuance of a franchise from the city within 90 days of the effective date of this ordinance. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of section 9.4.

3.5 **Nature of Franchise.** The franchise granted by the city under the provisions of this ordinance shall be a nonexclusive franchise providing the right and consent to install, operate, repair, maintain, remove and replace its system on, over and under the rights-of-way in order to provide services.

3.6 **Regulatory Approval Needed.** Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations, licenses or business license for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city upon the written request of the city evidence of all such approvals, permits, authorizations or licenses.

3.7 **Term.** No franchise issued pursuant to this ordinance shall have a term of less than five years or greater than 15 years. Each franchise shall be granted in a nondiscriminatory manner.

SECTION 4. COMPENSATION AND OTHER PAYMENTS.

4.1 **Compensation.** As fair and reasonable compensation for any franchise granted pursuant to this ordinance, a provider shall have the following obligations:

4.1.1 ***Application Fee.*** In order to offset the cost to the city to review an application for a franchise and in addition to all other fees incurred on behalf of the city, permits or charges, a provider shall pay to the city, at the time of application, \$250 as a non-refundable application fee. The application fee shall also be paid when an amendment to an application is filed with the city.

4.1.2 ***Franchise Fees.*** The franchise fee, if any, shall be set forth in the franchise agreement. The obligation to pay a franchise fee shall commence on the completion date. The franchise fee is offset by any business license tax or fee enacted by the city.

4.1.3 ***Excavation Permits.*** The provider shall also pay fees required for an excavation permit as provided in §14.16 of the City of Holladay Code of Ordinances (the "*Excavation Ordinance*"), a copy of which is attached hereto as exhibit "A" and incorporated herein by reference.

4.2 **Timing.** Unless otherwise agreed to in the franchise agreement, all franchise fees shall be paid on a monthly basis within 45 days after the close of each calendar month.

4.3 Fee Statement and Certification. Unless a franchise agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy.

4.4 Other Costs. A provider shall also pay to the city or to third parties, at the direction of the city, an amount equal to the costs and expenses that the city incurs for the services of third parties (including but not limited to attorneys and other consultants) in connection with any grant, renewal or provider-initiated renegotiation, transfer, amendment or other modification of this ordinance or a franchise, provided, however, that the parties may agree upon a reasonable financial cap at the outset of negotiations.

4.5 Taxes and Assessments. To the extent taxes or other assessments are imposed by taxing authorities, other than the city on the use of the city property as a result of a provider's use or occupation of the rights-of-way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this ordinance.

4.6 Interest on Late Payments. In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue at 18% per annum, compounded daily until paid.

4.7 No Accord and Satisfaction. No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable.

4.8 Not in Lieu of Other Taxes or Fees. The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this ordinance, or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the city owned poles are not waived and remain applicable.

4.9 Continuing Obligation and Holdover. In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this ordinance and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies (such as damages and restitution), if any, available to the city as a result of such continued operation after the expiration of the franchise.

4.10 Costs of Publication. A provider shall assume any publication costs associated with its franchise that may be required by law.

SECTION 5. FRANCHISE APPLICATIONS.

5.1 **Franchise Application.** To obtain a franchise to construct, own, operate, maintain or provide services through any system within the city, to obtain a renewal of a franchise granted pursuant to this ordinance, or to obtain the city approval of a transfer of a franchise (as provided in subsection 7.1.2) granted pursuant to this ordinance, an application must be filed with city on a form to be provided by the city, which is hereby incorporated by reference.

5.2 **Application Criteria.** In making a determination as to an application filed pursuant to this ordinance, the city may, but shall not be limited to, request or consider the following:

5.2.1 Obtaining an order from the PSC granting a Certificate of Convenience and Necessity.

5.2.2 Certification in such form as the city may require of the provider's financial ability to compensate the city for the provider's intrusion, maintenance and use of the rights-of-way during the franchise term proposed by the provider;

5.2.3 The provider's covenants to comply with the requirements of section 6 of this ordinance.

5.2.4 The following insurance coverage: Comprehensive general liability; products/completed operations liability; personal injury liability; owners and contractors protective liability; broad form "all risks" property damage/casualty; contractual liability; automobile liability (owned; non-owned and hired automobiles); workers compensation; and employer liability. All such insurance policies shall name as additional insureds the city and its officers, agents and employees (in their capacities as such). Policies of liability insurance shall be in the minimum single limit amount of \$1,000,000 per occurrence. Policies of casualty insurance shall be for full replacement value of the assets covered by such insurance. The policy providing contractual liability insurance coverage shall name provider; shall insure against the types of liabilities covered by the indemnification and hold harmless provisions in the provider's franchise agreement with the city ("*Indemnification by Provider*"); and shall provide for a deductible of no greater than \$10,000 per occurrence. All such insurers shall be authorized to write the required insurance in the state of Utah. The policy or policies of insurance shall be continuously and without interruption maintained by provider (at its sole cost) in full force and effect throughout the entire term of the franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium or otherwise, and whether by the request of provider or for other reasons, except after 30 calendar days advance written notice mailed (by certified mail, return receipt requested, with postage prepaid) by the insurer to the city recorder.

5.3 **Franchise Determination.** The city, in its discretion, shall determine the award of any franchise on the basis of the foregoing (and other) considerations relevant to the use of the rights-of-way, without competitive bidding.

SECTION 6. CONSTRUCTION AND TECHNICAL REQUIREMENTS.

6.1 **General Requirement.** No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this section governing construction and technical requirements for its system, in addition to any other requirements or procedures specified by the city or the franchise agreement, including requirements regarding co-location and cost sharing. A provider shall obtain an excavation permit, pursuant to the excavation ordinance, before commencing any work in the rights-of-way.

6.2 **Quality.** All work involved in the construction, operation, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined (by the FCC or any other agency granted authority by federal law or the FCC to make such determination) that any part of the system (including, without limitation, any means used to distribute signals over or within the system) is harmful to the public health, safety or welfare, or quality of service or reliability, then the provider shall, at its own cost and expense, promptly correct all such conditions.

6.3 **Licenses and Permits.** Each provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, business licenses or other forms of approval or authorization necessary to construct, operate, maintain, upgrade or repair its system, including but not limited to any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. Each provider shall obtain any required permit, license, business license, approval or authorization (including but not limited to excavation permits, pole attachment agreements, etc.) prior to the commencement of the activity for which the permit, license, approval or authorization is required.

6.4 **Relocation of the system.**

6.4.1 *New Grades or Lines.* If the grades or lines of any rights-of-way are changed at any time in a manner affecting the system, then the affected provider shall comply with the requirements of the excavation ordinance.

6.4.2 *The City's Authority to Move System.* The city may, at any time, in case of fire, disaster or other emergency (as determined by the city in its reasonable discretion) cut or move any parts of the system and appurtenances on, over or under the rights-of-way, in which event the city shall not be liable therefor to any provider. The city shall notify the affected provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this section. Notice shall be given as provided in section 11.4.

6.4.3 Provider Required to Temporarily Move System. A provider shall, upon prior reasonable written notice from the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the city (or its agents that provide services to the city) for any such movement of its system.

6.4.4 Rights-of-Way Change; Obligation to Move System. When the city is changing a rights-of-way and gives written notice of the same to providers, each such provider promptly shall move or remove its system from the rights-of-way as directed by the city without cost to the city. Such obligation exists whether or not the provider has obtained an excavation permit.

6.5 **Protect Structures.** In connection with the construction, operation, maintenance, repair, upgrade or removal of its system, each provider shall, at its own cost and expense, protect any and all existing structures belonging to the city. A provider shall obtain the prior written consent of the city or other appropriate authority to alter any water main, power facility, sewerage or drainage system, or any other municipal type structure on, over or under the rights-of-way of the city required because of the presence of the system.

6.6 **No Obstruction.** In connection with the construction, operation, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights-of-way of fixed guide way systems, railways, passenger travel, or other traffic to, from or within the city without the prior written consent of the appropriate authorities.

6.7 **Safety Precautions.** Each provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. Each provider shall comply with all applicable federal, state and local requirements including but not limited to the National Electric Safety Code.

6.8. **Repair.** Subject to the excavation ordinance (and after written notice to the provider unless, in the city's sole determination, an imminent danger exists), any rights-of-way within the city which are disturbed or damaged during the construction, operation, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such provider a statement of the cost for repairing and restoring the rights-of-ways intruded upon. The provider shall, within 30 days after receipt of the statement, pay to the city the entire amount thereof.

6.9 **System Maintenance.** A provider shall:

6.9.1 Install and maintain all parts of its system in a non-dangerous condition throughout the entire period of its franchise.

6.9.2 Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the National Electrical Safety Code and all applicable other federal, state and local laws or regulations.

6.9.3 At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the rights-of-way.

6.10 **Trimming of Trees.** A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming in contact with its system. For all trimming, the provider shall use generally accepted pruning standards of modern arboriculture in a manner which is least damaging to the health and aesthetic appearance of the trees, etc., being trimmed. A provider shall use its reasonable best efforts, including written notice, to notify owners of property adjacent to the trees to be trimmed at least 72 hours prior to doing the work.

6.11 **Annual Plan.** On or before January 15th of each year, each provider shall submit to the city in writing such provider's proposed schedule (the "*Annual Plan*") with regard to construction, maintenance, tree-trimming or other similar activities (collectively, "*Activities*") planned by the provider within the city for the then-current calendar year. The Annual Plan will be used by the City to coordinate such provider's Activities with the city's pending public works projects, construction/maintenance activities within the city limits planned by other franchisees, etc. in order to minimize disturbances to the citizenry and to protect the city's infrastructure investment. On or before February 15th of each year the city will either approve the Annual Plan or will submit to the provider any proposed revisions. The provider then shall have ten (10) business days to object to the city in writing to any such proposed revisions to the Annual Plan. If the provider so objects, then the city and the provider shall promptly, reasonably cooperate to formulate a mutually-acceptable Annual Plan. The provider shall strictly adhere to the finalized Annual Plan and shall not undertake any Activities within the city limits not contemplated by the finalized Annual Plan unless a legitimate, unforeseeable emergency situation then exists.

SECTION 7. FRANCHISE AND LICENSE NON-TRANSFERRABLE.

7.1 Notification of Sale.

7.1.1 ***PCS Approval.*** When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposed of in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the city of the nature of the transaction and, if applicable, request a transfer of the franchise to the successor entity. A request for a transfer shall include a certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement.

7.1.2 Transfer of Franchise. Upon receipt of a request to transfer a franchise, the city or its designee may send notice approving the transfer of the franchise to the successor entity. Such approval shall not be unreasonably withheld. If the city has reason to believe that the successor entity may not comply with this ordinance or the franchise agreement, it may require an application for the transfer. Such application shall comply with section 5.

7.2 **If PCS Approval is No Longer Required.** If the PSC no longer exists, or if its regulations or state law no longer require approval of transactions described in section 7.1, then the following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with section 7.1: (i) the sale, assignment or other transfer of all or a majority of a provider's assets to another Person; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new Controlling Interest in such provider; or (iv) the entry by a provider into an agreement with respect to the management or operation of such provider or its system.

SECTION 8. OVERSIGHT AND REGULATION.

8.1 **Insurance, Indemnity, and Security.** Prior to the execution of a franchise agreement, a provider will deposit with the city an irrevocable, unconditional letter of credit or security deposit as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage and a certificate of insurance as provided in section 5.2. A provider shall also indemnify the city as set forth in the franchise agreement.

8.2 **Oversight.** The city shall have the right to oversee, regulate and inspect periodically the construction, maintenance, and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. Each provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable the provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that the provider is in compliance with the franchise. Each provider shall retain such records for not less than the applicable statute of limitations.

8.3 **Maintain Records.** Each provider shall at all times maintain:

8.3.1 On file with the city, a full and complete set of plans, records and "as-built" hard copy maps (and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the city's existing GIS system) of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights-of-way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks acceptable to the city which shall include annotations of all rights-of-ways where work will be undertaken. As used herein, "as-built" maps includes "file construction prints." Maps shall be drawn to scale. "As-built" maps, including the compatible electronic format, as provided above, shall be submitted within 30

days of completion of work or within 30 days after completion of modification and repairs. "As-built" maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.

8.3.2 Throughout the term of its franchise and for two years thereafter, each provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether the provider is in compliance with the franchise. Should the city reasonably determine that the records are not being maintained in such a manner, the provider shall alter the manner in which the books and/or records are maintained so that the provider comes into compliance with this section. All financial books and records which are maintained in accordance with (a) the regulations of the FCC and any governmental entity that regulates utilities in the state of Utah, and (b) generally accepted accounting principles, shall be deemed to be acceptable under this section.

8.4 **Confidentiality.** If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon written request by a provider, such information shall be treated as a Protected Record within the meaning of the Utah Government Records Access and Management Act ("GRAMA"), making it available only to those who must have access to perform their duties on behalf of the city, provided that a provider notifies the city of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.

8.5 **Provider's Expense.** All reports and records required under this ordinance shall be furnished at the sole expense of a provider, except as otherwise provided in this ordinance or a franchise.

8.6 **Right of Inspection.** For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the city at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records. The provider agrees to reimburse the city the reasonable costs of an audit if the audit discloses that the provider has paid 96% or less of the compensation due the city for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within 30 calendar days of written notice, it being agreed that the city may accept any amount offered by the provider, but the acceptance thereof by the city shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

SECTION 9. RIGHTS OF CITY.

9.1 Enforcement and Remedies.

9.1.1 Enforcement - City Designee. The city is responsible for enforcing and administering this ordinance, and the city or its designee is authorized to enforce the same and give notice required by law or under any franchise agreement.

9.1.2 Enforcement Provision. Any franchise granted pursuant to this ordinance shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this ordinance, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation.

9.2 **Force Majeure**. If a provider's performance of any of the terms, conditions or obligations required by this ordinance or a franchise is prevented by a cause or event not within the provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a provider shall include, by way of limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.

9.3 **Extended Operation and Continuity of Services.**

9.3.1 Continuation After Expiration. Upon either expiration or revocation of a franchise granted pursuant to this ordinance, the city shall have discretion to permit or require a provider to continue to operate its system or provide services for an extended period of time not to exceed six months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this ordinance and the franchise granted pursuant to this ordinance.

9.3.2 Continuation by Incumbent Local Exchange Carrier. If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide Services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith.

9.4 **Removal of Abandonment of Franchise Property.**

9.4.1 Abandoned System. In the event that (1) the use of any portion of the system is discontinued for a continuous period of 12 months, and 30 days after no response to written notice from the city to the address of provider as set forth in the franchise; (2) any system has been installed in the rights-of-way without complying with the requirements of this ordinance or franchise; or (3) the provisions of section 3 are applicable and no franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.

9.4.2 Removal of Abandoned System. The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such

permission is granted or unless otherwise provided in this ordinance, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights-of-way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights-of-way in as good or better condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The city shall have the right to inspect and approve the condition of the rights-of-way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this ordinance and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.

9.4.3 Transfer of Abandoned System to City. Upon abandonment of any system in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the abandoned system.

9.4.4 Removal of Above-Ground System. At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this ordinance, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all above-ground portions of a system from the rights-of-way within a reasonable period of time, which shall not be less than 180 days. If the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.

9.4.5 Leaving Underground System. Notwithstanding anything to the contrary set forth in this ordinance, a provider may upon prior written notice to the city abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator or other person.

SECTION 10. OBLIGATION TO NOTIFY.

10.1 **Publicizing Work.** Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, describe the work to be performed, and obtain the owner's consent.

SECTION 11. GENERAL PROVISIONS.

11.1 **Conflicts.** In the event of a conflict between any provision of this ordinance and a franchise agreement entered pursuant to it, the provisions of this ordinance shall control.

11.2 **Severability.** If any provision of this ordinance is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the

ordinance provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this ordinance, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law the provision in question shall return to full force and effect and shall again be binding on the city and the provider, provided that the city shall give the provider 30 days, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, written notice of the change before requiring compliance with such provision.

11.3 New Developments. The city may amend this ordinance at any time or from time to time. Without limiting the generality of the foregoing statement, the city may amend this ordinance upon application of a provider when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently, or economically serve itself or the public.

11.4 Notices. All notices from a provider to the city required under this ordinance or pursuant to a franchise granted pursuant to this ordinance shall be directed to the officer as designated by the mayor or as designated in the franchise agreement. A provider shall provide in any application for a franchise the identity, address and phone number to receive notices from the city and shall supplement the same in the franchise. A provider shall immediately notify the city of any change in its name, address, or telephone number.

11.5 Exercise of Police Power. To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders, or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

SECTION 12. FEDERAL, STATE AND CITY JURISDICTION.

12.1 Construction. This ordinance shall be construed in a manner consistent with all applicable federal and state statutes.

12.2 Ordinance Applicability. This ordinance shall apply to all franchises granted or renewed after the effective date of this ordinance. This ordinance shall further apply, to the extent permitted by applicable federal or state law to all existing franchises granted prior to the effective date of this ordinance and to a provider providing services, without a franchise, prior to the effective date of this ordinance.

12.3 Other Applicable Ordinances. A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall strictly comply with the city's zoning and other land use requirements.

12.4 **City's Failure to Enforce.** A provider shall not be relieved of its obligation to comply with any of the provisions of this ordinance or any franchise granted pursuant to this ordinance by reason of any failure of the city to enforce prompt compliance.

12.5 **Interpretation.** This ordinance and any franchise granted pursuant to this ordinance shall be construed and enforced in accordance with the substantive laws of the State of Utah.

This ordinance, assigned no. 00-11, shall take immediate effect as soon as it shall be published or posted as required by law, deposited and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 18th day of May 2000.

HOLLADAY CITY COUNCIL



By: *Edward D.P. Lunt*
Edward D.P. Lunt, Chairman

VOTING:

Daniel Bay Gibbons	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Edward D.P. Lunt	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Grant G. Orton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Steven R. Peterson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Sandy Thackeray	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

PRESENTED to Mayor of City of Holladay for her approval this 18th day of May 2000.

APPROVED this 18th day of May 2000.

Liane Stillman
Liane Stillman, Mayor

ATTEST:

Jerry P. Medina
Jerry P. Medina, Recorder

[SEAL]

DEPOSITED in the Recorder's office this 18th day of May 2000.

POSTED this 30 day of May 2000.

WST/H/172

CERTIFICATE OF POSTING

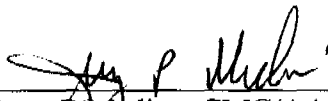
STATE OF UTAH)
)
COUNTY OF SALT LAKE) SS:

I, Jerry P Medina, do hereby certify that I am the duly appointed, qualified and acting City Recorder for the City of Holladay, State of Utah, and do further certify that the foregoing is a true and correct copy of Ordinance No. 00-11 entitled "*An Ordinance Adopting a Telecommunications Right-of-Way*" duly adopted by the City of Holladay, by the City Council thereof at a meeting duly called and held in Holladay, Utah, on the 18th day of May, 2000, at the hour of 6:00 o'clock p.m. of said day, and I certify that after its passage I caused to be posted a copy of the Ordinance in the following locations:

1. City Office located at 4625 South 2300 East #104;
2. Holladay Library located at 2150 East Murray-Holladay Road;
3. Salt Lake County East Patrol located at 4600 South 2300 East;

Dated this 30th day of May 2000.

SEAL:



Jerry P Medina, CMC/AAE¹
Holladay City Recorder



**FRANCHISE AGREEMENT
HOLLADAY CITY – SYRINGA NETWORKS, LLC**

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Holladay, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 4580 S. 2300 E. Holladay, Utah 84117, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter “PROVIDER”) with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

WITNESSETH:

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY (“System”); and

WHEREAS, the CITY has enacted Title ____, Chapter ____ of the Holladay City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 **Agreement.** Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 **Ordinance.** The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined by a court with jurisdiction to be unlawful or beyond the CITY’s authority.

1.3 **Ordinance Amendments.** Nothing herein shall prevent the CITY from amending the Telecommunications Rights-of-Way Ordinance from time to time, as its City Council may deem necessary. The CITY shall give the PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern, unless an exigency requires an amendment to the Ordinance for public health, safety or welfare, in that case, the amended Ordinance shall be controlling. The PROVIDER agrees to comply with any such amendments within 30 days, or such longer time as is necessary if 30 days is insufficient.

1.4 **Franchise Description, No Assignment.** The Telecommunications Franchise provided hereby shall confer upon the PROVIDER, subject to the CITY's receipt of monetary and services compensation as provided in this Agreement, the nonexclusive right, privilege, and franchise to construct, operate and maintain a fiber optic telecommunications network in, under, above and across the present and future Public Rights of Way in the CITY. The grant of this franchise includes the service of providing dark fiber to end users as may be authorized by the Utah Public Service Commission or federal law. The PROVIDER shall not permit the use of its fiber optic system, its duct or pathways, its pole attachments or any plant equipment on the Public Ways in any manner that would avoid or seek to avoid the need for a franchise from the CITY for the business of another person as provided herein below. PROVIDER shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. PROVIDER shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, *et seq.*, as amended) without first having obtained a separate cable franchise from the CITY. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the CITY or unless to an affiliate of PROVIDER or to an entity succeeding to acquisition of substantially all of the assets of PROVIDER.

1.5 **Licenses.** The PROVIDER acknowledges that it has obtained (or will obtain before it commences construction) the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance. PROVIDER shall deliver a copy of the relevant permits to the CITY before construction is commenced.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. DEFINITIONS

2.1 For the purposes of this Agreement, the following words and terms shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. Unless otherwise expressly stated or clearly contrary to the context, words and terms not defined herein shall be given the meaning set forth in the City's Standard Specifications – General Conditions; if a definition is not contained therein, then the word or term shall have the meaning defined in the Revised Ordinances of Holladay City if not defined in the Revised Ordinances of Holladay City, the meaning set forth in any State energy regulatory agency orders of general applicability; and if not defined either in the Revised Ordinances of Holladay City or in a general State energy regulatory agency order, their common and ordinary meaning.

2.2 When not inconsistent with the context, words used in the present tense include the future tense and vice versa; words in the plural number include the singular number and vice versa; and the masculine gender includes the feminine gender and vice versa. The words "shall" and "will" are mandatory; the word "may" is permissive. Genders and plurals are understood to refer to a corporation, partnership or other legal entity when the context so requires. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

(a) “**CITY**” shall mean the Holladay City, Utah, and its successors and assigns.

(b) “**City Property**” shall mean all properties, facilities (excluding Company Facilities, and the facilities and property of other utilities or persons), or objects currently or in the future Public Ways or other real property owned or operated by the CITY within the present and/or future corporate limits of the CITY.

(c) “**Company**” shall mean PROVIDER and its successors and/or assigns.

(d) “**Company Facilities**” or “**Facilities**” shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the PROVIDER needed to provide telecommunications service.

(e) “**Construction**” or “**Construct**” shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using Company Facilities.

(f) “**Dark fiber**” is optical fiber infrastructure cabling and repeaters that is currently in place but in which light pulses are not being transmitted.

(g) “**Emergency**” means any unforeseen circumstance or occurrence, the

existence of which constitutes an immediate and substantial risk of personal injury or damage to property, or which causes interruption of utility or public services or an interruption of telecommunications services.

(h) **“Gross receipts from telecommunications services”** or “gross receipts derived from telecommunications services” shall have the meaning defined in Utah Code Anno. Section 10-1-402 or its replacement section for the term “gross receipts from telecommunications services” as the definition may be changed from time to time.

(i) **“Maintenance,” “maintaining,” or “maintain”** shall mean, without limitation, repairing, replacing, relocating, examining, testing, and inspecting.

(j) **“Person”** shall mean any individual, person, firm, partnership, association, corporation, company, governmental entity, or organization of any kind.

(k) **“Public Rights of Way”** shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public ways court, boulevard, parks, parkway, or drive owned by the CITY for the purpose of public use, and shall include other rights of way as are now held or hereafter held by the CITY which shall, within their proper use and meaning entitle the PROVIDER to the use thereof for the purposes of installing, maintaining and operating Company Facilities.

(l) **“Service” or “Services”** shall mean all telecommunications service lawfully provided by the PROVIDER under this Agreement.

(m) **“Standard Specifications”** shall mean Holladay City Specifications and Standard Details which govern construction in the Public Ways.

ARTICLE 3. FRANCHISE FEE.

3.1 **Franchise Fee.** For the Franchise granted herein, the PROVIDER shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law, the PROVIDER shall pay to the CITY a tax levy or franchise fee of three and one-half percent (3.5%) of its Gross Receipts derived from telecommunications services attributed to or services provided within the CITY.

3.2 **Equal Treatment.** CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a

third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 4. TERM AND RENEWAL.

4.1 **Term and Renewal.** The franchise granted to PROVIDER shall be for a period of seven (7) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial seven (7) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional three (3) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

4.2 **Rights of PROVIDER Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Public Rights of Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Public Rights of Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 5. PUBLIC USE RIGHTS.

5.1 **City Uses of Poles and Overhead Structures.** The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

5.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the PROVIDER to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

5.3 **Maintenance of CITY Facilities.** The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 6. POLICE POWERS.

The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 7. CHANGING CONDITIONS AND SEVERABILITY.

7.1 **Meet to Confer.** The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

7.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction,, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 8. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

8.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER fails to make timely payments of the franchise fee as required under Article 3 of this Agreement and does not correct such failure within thirty (30) calendar days after written notice by the CITY of such failure;

(b) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(c) The PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

8.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the PROVIDER or the CITY from pursuing any legal or equitable rights or remedies it may have to challenge the action of the other.

8.3 **Remedies at Law.** In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and PROVIDER relating to or arising out of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

8.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 9. PARTIES' DESIGNEES.

9.1 **CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 4580 S. 2300 E., Holladay City, UT 84117, and to the CITY Attorney at: Hayes, Godfrey, Bell P.C. 2118 E. 3900 S. #300 Holladay, UT 84124 or such other officer and address as the CITY may designate by written notice to the PROVIDER.

9.2 **PROVIDER Designee and Address.** The PROVIDER's Chief Executive Officer or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713, and such other office as the PROVIDER may designate by written notice to the CITY.

9.3 **Failure of Designee.** The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by the CITY or PROVIDER.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1 Insurance.

(a) On or before the effective date of this Agreement, PROVIDER shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of PROVIDER, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by PROVIDER in the following minimum amounts:

- (1) Five Million Dollars (\$5,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence.
- (2) Ten Million Dollars (\$10,000,000.00) aggregate.

(b) PROVIDER shall also file with the City Recorder a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX for all owned, non-owned, hired and leased vehicles operated by PROVIDER, with limits not less than Two Million Dollars (\$2,000,000.00) each accident, single limit, bodily injury and property damage combined.

(c) PROVIDER shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the

franchise, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars (\$500,000.00) for employer's liability.

(d) All liability insurance required pursuant to this section shall name of Holladay City and its officers, employees, board members and elected officials as additional insureds (as the interests of each insured may appear) and shall be kept in full force and effect by PROVIDER during the existence of the franchise and until after the removal or abandonment with the City Engineer's approval of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by PROVIDER incident to the maintenance and operation of the communications system as defined in this Agreement. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this agreement. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to amend or cancel by either PROVIDER or the insuring company.

(e) The City reserves and the PROVIDER acknowledges the right to modify the insurance requirements contained herein if required by changes in the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated.

10.2 Indemnification. PROVIDER hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, judgments, demands, expenses, subrogation, reasonable attorney's fees, costs or actions of any kind and nature resulting from personal or bodily injury to any person, including employees of PROVIDER or of any contractor or subcontractor employed by PROVIDER (including bodily injury and death) or damages to any property, arising directly out of the negligent acts or omissions of PROVIDER, its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this Agreement, except to the extent that such losses, claims, demands, or damages are caused by the negligent acts or omissions of the City, its officers, agents, or employees. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel.

This section and the following section shall survive the termination of this Agreement.

10.3 CITY Notice of Litigation. The PROVIDER shall immediately notify the CITY of any litigation which would affect the franchise or the CITY's rights under this Agreement.

ARTICLE 11. INSTALLATION

11.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and

facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

11.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE 12. GENERAL PROVISIONS

12.1 Binding Agreement. The parties represent that (a) when executed by their respective representatives who sign below, this Agreement shall constitute legal and binding obligations of the parties; and that (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

12.2 Utah Law, Litigation. This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Third District Court of the State of Utah, or if the Third District Court lacks jurisdiction, then suit shall be brought in the U.S. District Court for the State of Utah located in Salt Lake County, Utah, if that court has jurisdiction. The parties waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between them arising out of this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

12.3 Meet and Discuss; Mediation. Notwithstanding any other provision contained herein, before the City or the PROVIDER brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the PROVIDER and the CITY shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by the parties.

12.4 Time of Essence. Time shall be of the essence of this Agreement.

12.5 Entire Agreement, Modification, No Waiver. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior negotiations, agreements or understandings between the parties related to the subject matter hereof. None of the provisions of this Agreement may be altered or modified except through an instrument in writing signed by both parties. No failure by any party to insist on the strict performance of any covenant, duty or condition of this Agreement or to exercise any right or remedy consequent on a

breach of this Agreement shall constitute a waiver of any such breach or of such or any other covenant, duty or condition.

12.6 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

12.7 **Warranty of Authorization.** The person signing for and on behalf of PROVIDER warrants and represents that he or she is duly authorized and empowered to enter into this Agreement for and on behalf of PROVIDER, and that PROVIDER is duly organized and validly existing under the laws of the State of Idaho, and that by his or her signature, he or she does bind PROVIDER to the terms of this Agreement. The person signing below for PROVIDER warrants to the City that all necessary company approvals, authorizations and consents have been obtained, and all company procedures required to be taken by PROVIDER's certificate of organization, have been followed to enable PROVIDER to enter into this Agreement and to perform its duties hereunder.

12.8 **Effective Date.** This Agreement shall be effective on the day the following requirements have been completed: the Agreement has been signed by the City Council chairman; the Agreement has been signed by both parties; and the PROVIDER has filed with the City the certificates of insurance required in Section 10.1 above.

SIGNED AND ENTERED INTO this ____ day of _____, 2014

“CITY”
HOLLADAY CITY

By: _____
Randy Fitts, City Manager

ATTEST:

Stephanie Carlson, City Recorder

APPROVED AS TO FORM:

Todd J. Godfrey

City Attorney

“PROVIDER”

Syringa Networks, LLC, an Idaho limited liability company

By: _____
Greg Lowe, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

:ss.

COUNTY OF _____)

On the ____ day of _____, 20__ personally appeared before me Greg Lowe, who being by me duly sworn did say that he is the Chief Executive Officer of Syringa Networks, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

Notary Public
Residing at: _____
My Commission Expires: _____

EXHIBIT "A"
Telecommunications; Use of Rights-of-Way Ordinance



City of Holladay Natural
Hazard Pre-Disaster
Mitigation Plan
2014

Annex F: City of Holladay

1 Introduction

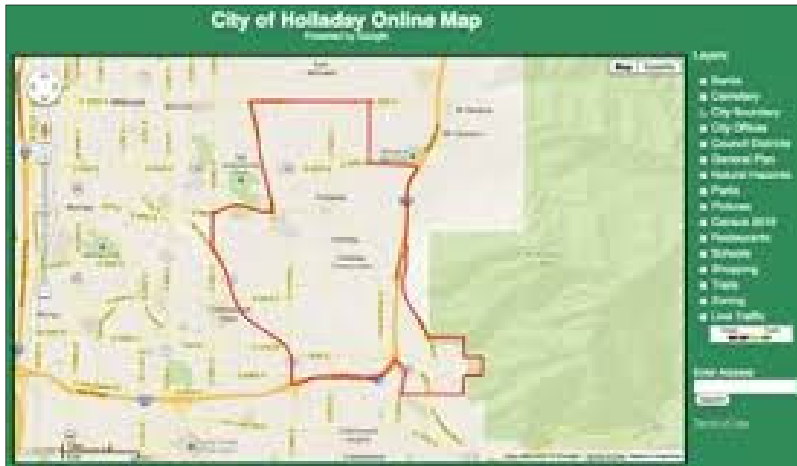
1.1 Community Profile

Nestled at the base of the foothills of the Wasatch Range, Holladay has the feeling of being tucked away like a mountain town, with views of the Salt Lake Valley in every direction. With the natural, mountain environment and close access to Salt Lake City and numerous recreational areas, Holladay offers its residents a country atmosphere full of recreational opportunities with close proximity to all the amenities of a big city.

Bordered by 3900 South, I-215, and Highland Drive, the city encompasses over 5 square miles with approximately half of the area residential and less than one-tenth of the area commercial use. Only an approximate 15% of Holladay is presently classified as vacant land. The intent of the General Plan is to maintain the rural integrity of The City of Holladay and promote an economically healthy and functional city that allows for responsible growth. The existing conditions and the history of Holladay should be taken into consideration. The residents of Holladay love their city and want to maintain a small walkable community with friendly neighbors in a safe and clean environment. By incorporating the history, current Land Use, anticipated future growth, and the input of the residents, Holladay will set a precedence in maintaining its identity.

1.2 Purpose

The purpose of this plan is to enumerate hazards which could affect the City of Holladay, describe mitigation strategies for each of those hazards, and provide a framework for revision of hazard mitigation strategies. This document was created by City of Holladay staff with significant guidance from Salt Lake County Emergency Management staff, and it is based on guidelines for local hazard mitigation strategies prescribed by the Federal Emergency Management Agency (FEMA). This plan will be submitted alongside similar documents from other municipalities in Salt Lake County to the State of Utah, which will submit all county documents to FEMA. Completing a pre-hazard mitigation plan allows Salt Lake County as well as local jurisdictions to receive financial disaster assistance from the federal government.



Holladay City border on a relief map produced by Holladay GIS staff (view is facing east; I-15 shown in red)

1.3 Authority and Reference

The City adopted the council-manager form of government established in the Optional Forms of Municipal Government Act (U.C.A. §10-3-1201, et seq.) pursuant to a special election held on August 4, 2003, effective January 5, 2004.

The current City Council is composed of five members whom represent districts and a Mayor who are elected by all Holladay voters. Each Council representative's term of office is four years. Terms are staggered, with three being elected at one time while two are elected two years later and at the same time as the Mayor.

2 Community Profile

2.1 Geography, Environment & Climate

The City of Holladay is bounded South by I-215, on the west by Highland Drive to Van Winkle Expressway, Van Winkle Expressway to 1300 East, 1300 East to Murray-Holladay Road, Murray-Holladay Road, east to Highland Drive, Highland Drive north to 3900 South, 3900 South east to 2700 east, 2700 East south to 4430 South, east to Wasatch Blvd, south on Wasatch Blvd. to about 6710 South, west to Big Cottonwood Canyon Road and about 3000 East, west to I-215. The boundary east of Wasatch Blvd. at approximately 66th South to take in the Heughes Canyon area, which otherwise would have been isolated and landlocked.

Figure D.1. displays a map showing the location of Holladay City within Salt Lake County and the State of Utah.

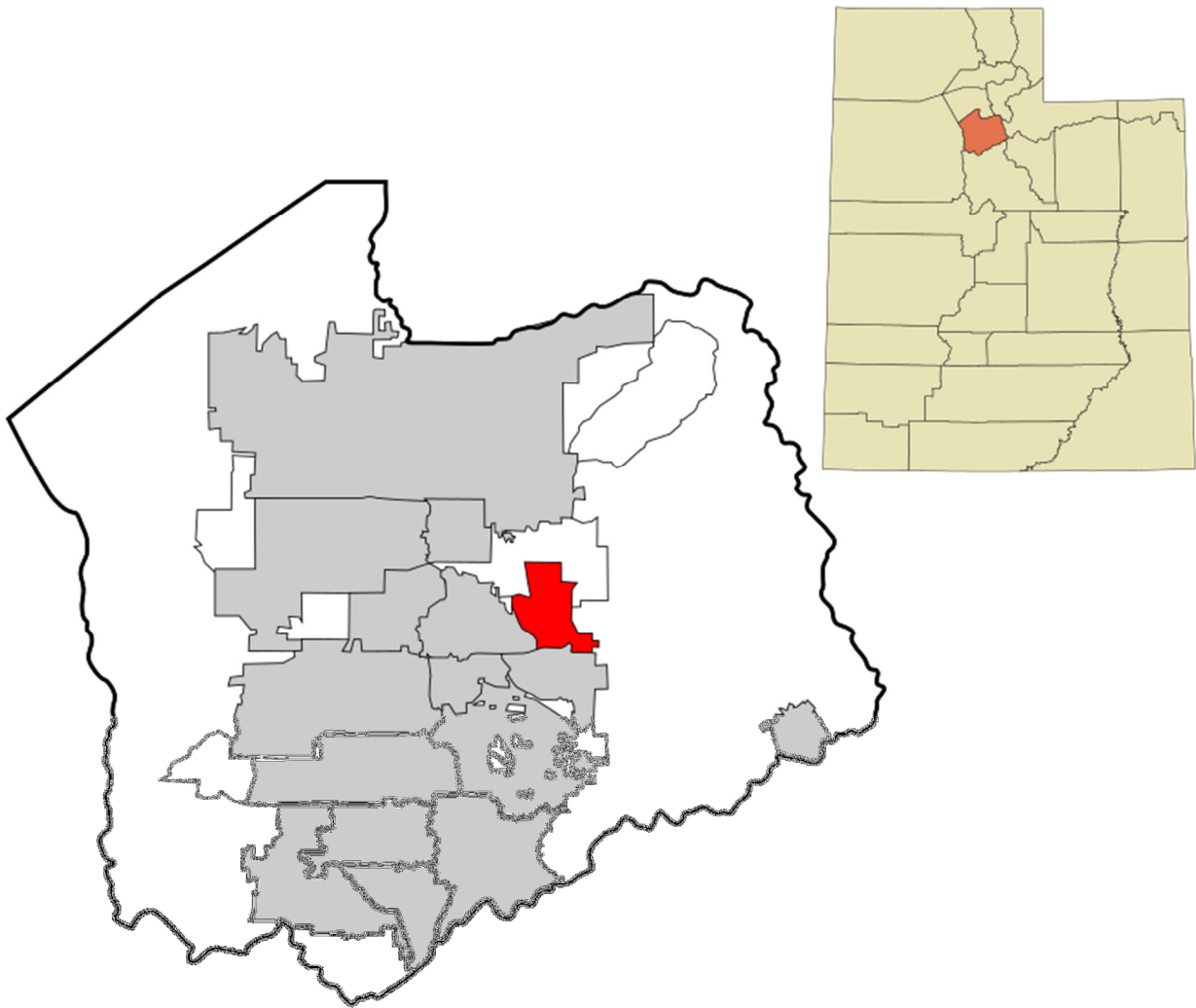


Figure D.1. The City of Holladay

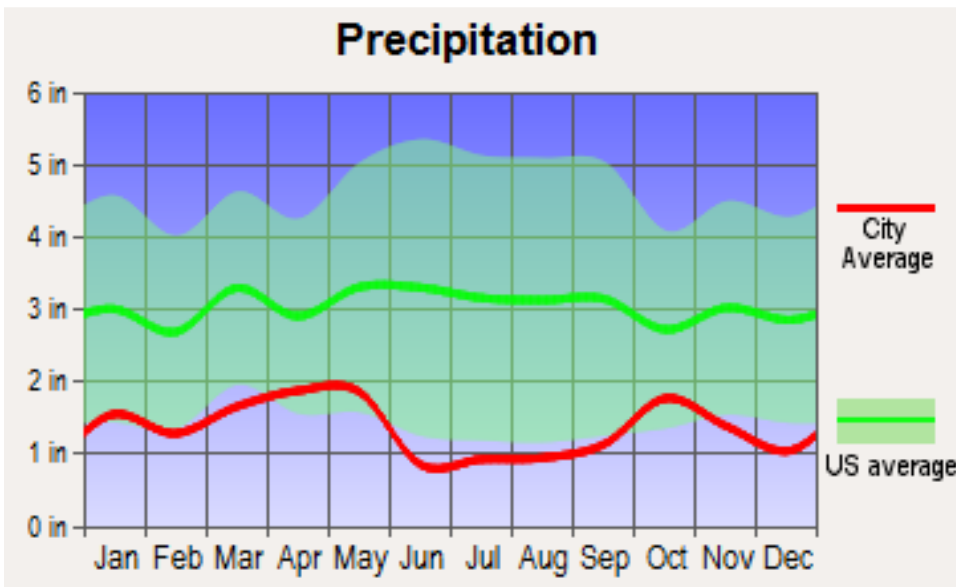
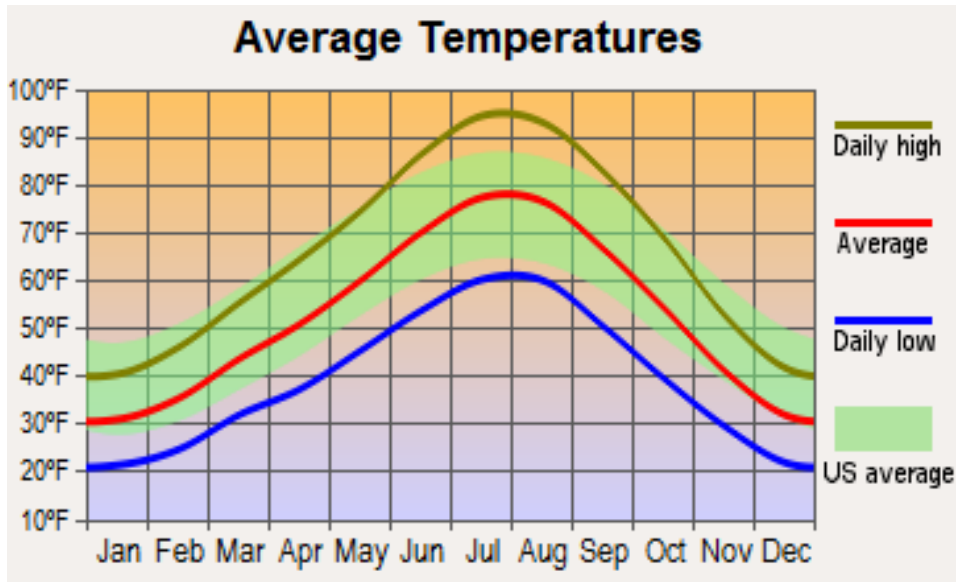


Figure D.2. The City of Holladay's Average Temperatures and Precipitation

2.2 Community Facts and History

On July 29, 1847 a group of pioneers known as the Mississippi Company, led by John Holladay, entered the Salt Lake Valley. Within weeks after their arrival, they discovered a free flowing, spring fed stream, which they called Spring Creek (near Kentucky Avenue). While most of the group returned to the Fort in Great Salt Lake for the winter, two or three men built dugouts along this stream and wintered over. Thus, this became the first village established away from Great Salt Lake City itself. In the spring, a number of families hurried out to build homes and tame the land. There were numerous springs and ponds here and grasses and wild flowers were abundant, making this a most desirable area for settlement. When John Holladay was

named as a branch president for the Church of Jesus Christ of Latter-Day Saints, the village took upon itself the name of Holladay's Settlement or Holladay's Burgh.

As homes were built, commercial ventures developed, first at the intersection of Highland Drive and Murray-Holladay Road, with David Brinton's Mercantile Co-op and Brinton-Gunderson's Blacksmith Shop. As the community grew, businesses tended to move east of the intersection of Holladay Boulevard and Murray-Holladay Road, where more of the residents lived. Neilson's Store and Harper-Bowthorpe Blacksmith Shop were popular and well-frequented businesses for many years. Favorable conditions for agriculture, orchards and businesses allowed for continued growth over the years.

The Holladay and Cottonwood communities were unincorporated areas of Salt Lake County and about 24 years ago efforts were made by a dedicated group of citizens to incorporate as a separate entity, but area citizens voted against incorporation by a narrow margin. Salt Lake County, the Utah Supreme Court and/or the Utah State Legislature frustrated subsequent efforts and citizens weren't allowed another incorporation vote until May 4, 1999. On that day, a better-informed and smaller citizenry voted by over 83% to approve incorporation and the City of Holladay was officially incorporated on November 30, 1999.

Residents overwhelmingly supported incorporation because of a profound desire to gain control of local planning and zoning. General Plan meetings were attended by a large number of enthusiastic Holladay residents, all excited to finally have a voice in the future of our community. A vast majority – if not all – of those attending wanted Holladay to maintain and even improve its rural atmosphere. Suggestions included:

Make the central Holladay business area more pedestrian friendly

Create biking and walking trails through the community

Curtail downsizing of building lots

Preserve and increase trees and other vegetation

Require large parking areas to include landscaping

Subsequently an area north and east of the original boundaries of Holladay were annexed into the City in October of 2002.

2.3 Population and Demographics

POPULATION (Source: U.S Census Bureau, Census 2010)

The current population of the City of Holladay is **26,472**

SEX

Male 47.6%

Female 52.4%

Average Household size - 2.61

Average Family size - 3.22

Total households - 10,143

Family households - 6,755

Total housing units - 10,537

Total occupied units - 9,927

owner occupied - 7,306
renter occupied - 2,621

2.4 Economy

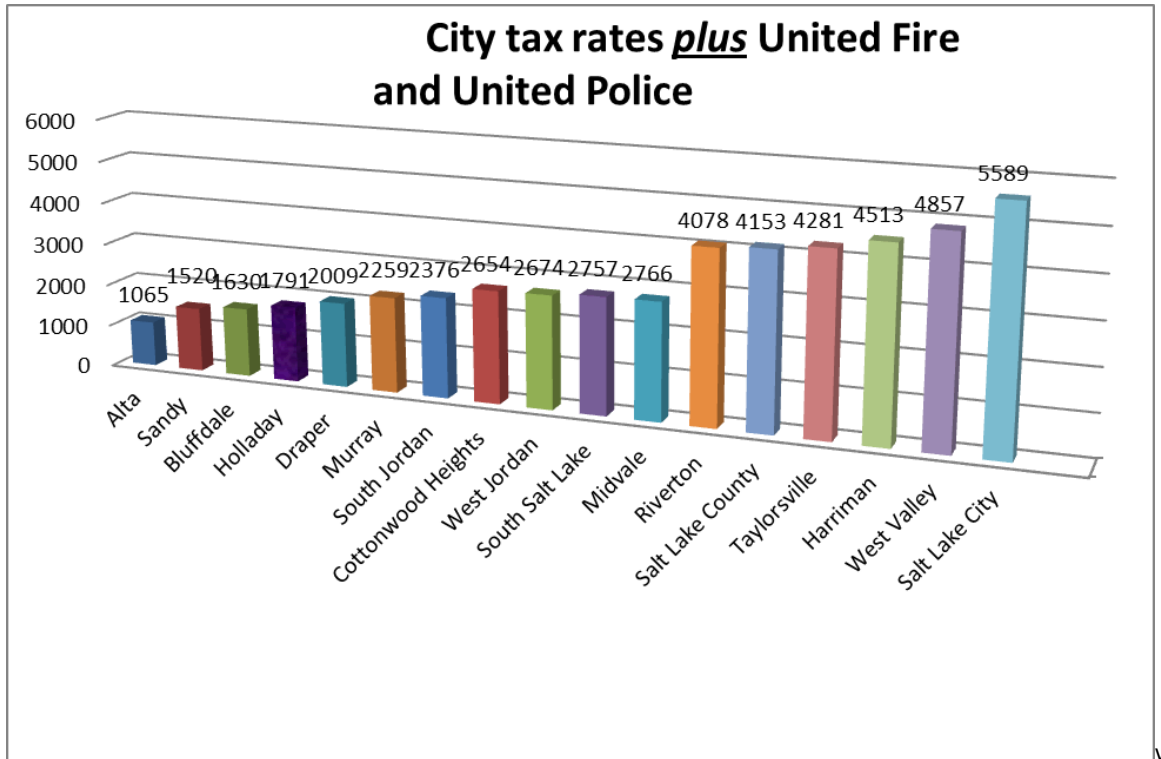
History of Holladay Property Tax Rates

Each year the State calculates the certified tax rate for each municipality, which is the tax rate necessary to generate the same amount of property tax revenue as the municipality received the previous year. Since property values change each year, the certified property tax rates in every city also fluctuate slightly each year. A property tax increase occurs when a city chooses to increase the property tax beyond the amount of the certified tax rate.



Comparative Property Tax Rates

Holladay's property tax rate (.001791 for fiscal year 20012-2013) is considerably lower than that of most other municipalities located within Salt Lake County

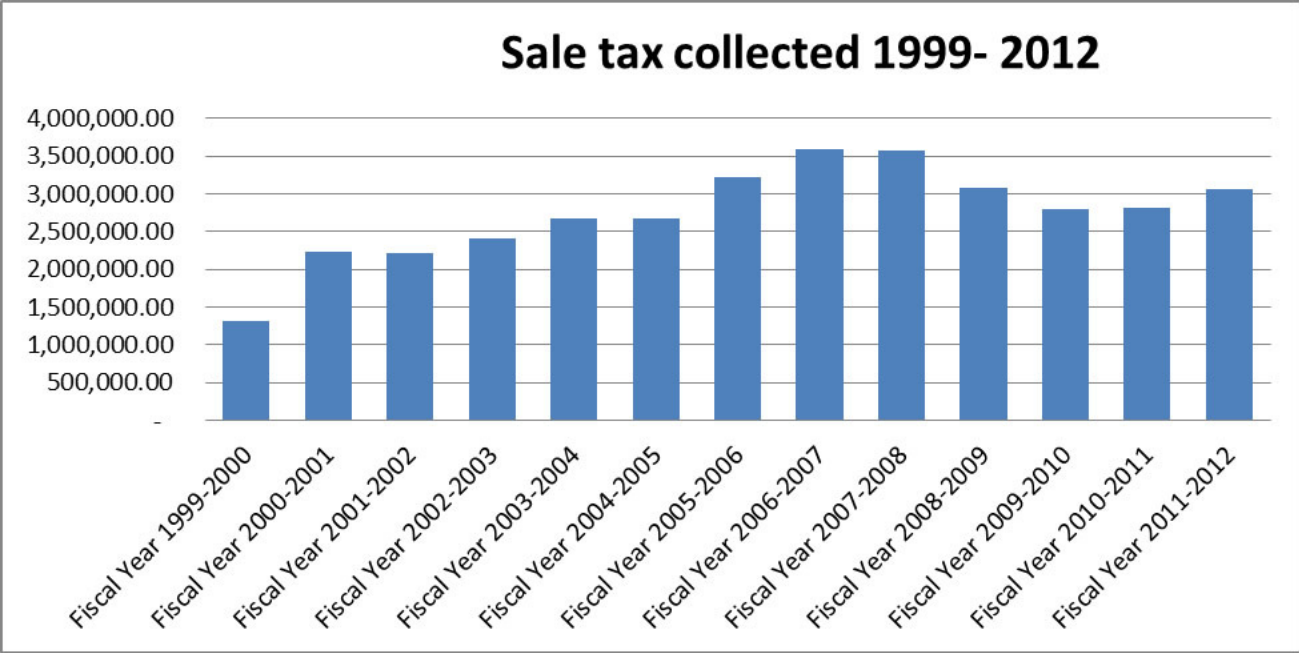


Holladay's Municipal Energy Tax

In 2008 Holladay adopted a municipal energy tax dedicated to pay for road repairs. The tax is a 6% surcharge added onto our monthly electricity and natural gas bills. Most cities in Salt Lake County have also adopted this tax. In fiscal year 2011-2012, that energy tax generated \$1.453 million. By comparison, in fiscal year 2011-2012 the Holladay City property tax generated \$3.888 million. Extrapolating from these numbers, if the energy tax were added to the city property tax, it would represent a 37% increase, resulting in a net tax rate of approximately .002453 (slightly higher than South Jordan and lower than Cottonwood Heights).

Holladay Sales Tax

Holladay's sales taxes have fluctuated in response to general economic conditions. City sales tax reached its peak in fiscal year 2006-2007 at \$3.596 million, but then dropped to \$2.790 million (a decrease of 22%) with the downturn in the global economy combined with the loss of the Cottonwood Mall. Virtually all other municipalities also experienced a similar decrease in sales tax. Recently sales taxes have begun again to increase. City sales tax receipts for fiscal year 2011-2012 were \$3.054 million.



Holladay Debt

Holladay has excellent credit and a AA bond rating. The City currently has three bond debts. Bonds are used to fund large capital projects, similar to a person taking out a mortgage rather than paying all cash for a home.

2.5 Growth and Development Trends

Ask any Holladay resident and they will tell you the quality of life in the city is second to none in the state, but now they have some data to back them up. Holladay City was recently named the number one “City on the Rise” in Utah by Nerdwallet.com, a personal finance website which is branded as helping consumers make money decisions. Using data collection regarding population, employment and income growth data, Holladay came out on top.

“I found the results surprising,” Holladay Mayor Dahle said. “There was a huge growth in median income which is really driving the whole ranking.”

The increase in median income for full-time workers in Holladay went from \$40,640 in 2009 to \$53,444 in 2012. The 31.5 percent increase put Holladay at the top of the charts. The working age population growth was only a slight increase of 2.3 percent, and the employment growth was actually in the negative at 1.3 percent.

Dahle attributed the vast income growth to a couple of things. First, he said, there is more wealth in Holladay with retired residents and their investment portfolios. As the economy turned around after 2008, many Holladay residents may have seen a large increase with their investments.

Secondly, he suspected that many new Utah residents relocating from other states have chosen to live in Holladay, even though they may work elsewhere.

“Along the Wasatch Front, there is a high growth rate in the tech area and financial services. I certainly think Holladay is a draw for that demographic,” Dahle said. “Holladay is on the rise. It

is growing. There are now active pockets that were not vibrant that are now developing out and creating a positive energy in the city.”
Cottonwood-Holladay Journal 2014

Development trends:

A. **Millrock Economic Development Area (EDA) Bond.**

The City has a \$8.474 million bond which helped reimburse the Developer to improve the retaining walls and water and sewer lines along the Lion Lane connection to Millrock and to help for the purchase of the Knudsen Park property. The Lion Lane extension allowed Phases III and IV of Millrock Technology Park to be completed prior to the real estate crash in 2008. The bond has a 15 year term, which will be paid off in December 2020. The annual debt payment is \$639,000. The entire amount of this debt is paid from the property tax increment generated from the Millrock EDA. (In other words, the EDA Project pays for itself. Without this bond, only Phases I and II would exist today.)

B. **Road Bond**

The City has a \$9 million bond for road repairs with a 10-year term, which will be paid off in 2018. The annual debt payment on this bond is \$1.021 million. The entire amount of this debt is paid from the proceeds of the municipal energy tax.

C. **City Hall and Fire Station Bond**

The City has a \$9.2 million bond debt from the purchase and remodeling of City Hall (the old Holladay Elementary School) and the construction of a new fire station. It is a 20 year bond which will be paid off in 2031. The annual debt payment is \$627,000. That debt is paid from the City's General Fund.

Impact of the Cottonwood Mall Redevelopment

The redevelopment project has had little impact upon the City's property tax receipts, because of the multi-million dollar investment in infrastructure has increased the assessed value of the land. The old mall was over 40 years old and fully depreciated. Thus, the City is still receiving about the same amount of property tax from the Cottonwood Mall as it did in 2007. As to sales tax, the City has clearly seen a decrease in the amount of sales tax, but it is difficult to determine how much of that decrease was due to the redevelopment of the Cottonwood Mall, and how much was due to the global economic downturn that occurred at the very same time. Macy's Department Store continues to be a major generator of sales tax revenues. City sales tax receipts are still down about 15% from what they were in at the peak in 2007, but the City has always had a balanced budget, and we are seeing a steady increase in sales tax receipts.

2.6 Data Sources and Limitations

Holladay City utilized the following sources to provide data for this report:

- Holladay City GIS
- Holladay City Community Development
- Holladay City General Plan
- Salt Lake County
- State of Utah
- US Census Bureau
- National Weather Service

3 Planning Process

3.1 Update Process and Participation Summary

City of Holladay plans to make updates to this Hazard Mitigation Plan and defines the processes by which continued public participation will be guaranteed in the sections below.

3.1.1 Preparation of the plan - the planning process

The Holladay Hazard Mitigation Update was produced over 2 years by taking the previous Wasatch Front Hazard Mitigation Plan from 2009 and reviewing what was promised by Holladay. What the mitigation priorities were and how they have changed. The plan was produced with cooperation of the County Hazard Mitigation Specialist and in cooperation with the best practices of other jurisdiction that were shared at the many meetings that were held over the two years. Although David Chisholm, the Holladay Emergency Manager was the main contact the plan was completed with the cooperation of the entire Holladay City Staff, the Public, and other agencies listed throughout this and the County's documents.

3.2 The Planning Team

Members of the City of Holladay Mitigation Planning Team are listed in the table below.

Randy Fitts	Holladay City Manager/Emergency Manager
David Chisholm	City Emergency Management team member
Paul Allred	Community Development Director
Clarence Kemp	Chief Building Official
Pat Hansen	Community Development department
Jon Teerlink	GIS Manager
Tosh Kano	Public Works Director

Members of the Salt Lake County Mitigation Planning Team are listed in the table below.

Kate Smith	Salt Lake County Emergency Management, Mitigation Planner
Cathy Bodily	Salt Lake County Emergency Management, Grant applicant and Planner
Roger Kehr	Salt Lake County Emergency Management, Mitigation Planner
Steve Sautter	Salt Lake County Emergency Management, Public Outreach
Matt Morrison	Salt Lake County Emergency Management, Planner
Bret Fossum	Salt Lake County Emergency Management, Mitigation Planner
Val Greensides	Unified Fire Authority, administrative support
Joan Welch	Unified Fire Authority, administrative support
Clint Mecham	Unified Fire Authority
Aaron Nelson	Unified Fire Authority
Dirk Andersen	Taylorsville City
Mike Barrett	Salt Lake County Emergency Services
Brent Beardall	Salt Lake County Flood Control
Leon Berrett	Salt Lake County
Dawn Black	Cottonwood Heights
David Chisholm	City of Holladay
Eldon Farnsworth	South Salt Lake City
Bob Fitzgerald	West Valley City
Sheril Garn	Riverton City
Tina Giles	Herriman City
Jeff Gravier	Salt Lake County Emergency Services
Jon Harris	Murray City
Matt Jarman	South Jordan City
Connie Jones	Bluffdale City
Scott Jones	Salt Lake Community College
Jeff King	Jordan Valley Water Conservancy District
Ken Kraudy	Holladay City
Bart LeCheminant	Draper City
Dustin Lewis	South Jordan City
Cory Lyman	Salt Lake City
Kade Moncur	Salt Lake County Flood Control
Reed Scharman	West Jordan City
Lisa Schwartz	Taylorsville City/Midvale City
Marty Shaub	University of Utah
Garth Smith	Draper City
Jared Smith	Holladay City
Justin Stoker	Salt Lake City Flood Control
Claire Woodman	City of Holladay

3.3 Public Meetings, Agency meetings, and Documentation

The Mitigation Planning document was discussed in a public Citizen Corps Council Meeting where the general public is invited to attend. The meeting was held on November 6, 2014.

Year	Date	Activity	Purpose
2012	September	Utah Division of Emergency Management designates Salt Lake County Emergency Management/Unified Fire Authority as sub-grantees of the state to revise the Pre Disaster Mitigation Plan.	
	August 7	Memorandum of Understanding	An MOU was signed by participating jurisdictions committing to participate in the planning process.
	September-October	Phone conferences with UDEM and FEMA Region VIII to discuss the planning process, Risk MAP.	Identified planning team and available resources.
	November 7	Risk MAP Discovery, Mitigation Kickoff	Kick-off to introduce RiskMAP and Mitigation projects to reduce risk from natural hazards and increase disaster resiliency in the Jordan River Watershed/Salt Lake County
	November-December	Identifying Planning Team Members	Establish a contact person from each jurisdiction to participate in the planning process.
	December		Meeting with Salt Lake County Emergency Services to discuss cooperation with other county agencies and participation in mitigation planning process.
2013	January-May	Gather information.	Data collection.
	January 22	Mitigation Planning Team Meeting	Introduce project scope, identified team responsibilities, key terminology, requirements of the planning process, timeline.
	February 11	Mitigation Planning Team	Review of hazard maps for

Year	Date	Activity	Purpose
		Meeting	earthquake, landslide, and dam failure. Worksheets to gather information of areas of concern. Subject matter experts available to answer questions.
	February 27	Sandy City BCDM (Business Continuity Development Meeting)	Outreach effort, presentation/overview of mitigation plan to Sandy City business partners and emergency managers
	March 7	Salt Lake County Council of Government (COG)	Outreach presentation to elected officials to give overview of mitigation planning project.
	March 11	Mitigation Planning Team Meeting	Discussion with subject matter experts on severe weather and wildfire.
	April 8	Mitigation Planning Team Meeting	Presentation on pandemic flu and wildfire public education programs.
	May 16	Mitigation Planning Team, Risk MAP Joint Meeting	Presentation of flood and earthquake risk analysis from FEMA Region VIII, presentation from UDEM regarding community Risk MAP meetings to be held over summer, Mitigation team given Capabilities Assessment worksheets and hazard matrix.
	June-Aug	Community Risk MAP Meetings and Work on Worksheets	Risk MAP representatives met with individual communities to discuss flood study needs and areas of concern.
	Sept 11	Mitigation Team Meeting	Recap of Capabilities Assessment, preparing for next stages of plan.
	Oct 21	Salt Lake County Emergency Manager's meeting	Planner reported on mitigation plan progress to emergency managers. Encouraged completion of capabilities assessment worksheets. Provided copy of 2009 mitigation strategies to review and comment on progress.

Year	Date	Activity	Purpose
	Oct-Nov	Risk Assessment Draft and Mitigation Strategies Preparation	Planner reviewed and summarized Capabilities Assessment and Hazard worksheets. Continued Revising Risk Assessment. Summarized responses to 2009 Strategies Review.
	Nov. 19	Mitigation Planning Team Meeting-Mitigation Strategies Part II	Brainstorming meeting to begin identifying possible mitigation strategies. Hazards discussed were flood, wildfire, earthquake, and avalanche. Rough draft of Risk Assessment made available.
	Nov. 20	Planner meeting with SHMO regarding plan progress	Discussed timeline and planning progress
	December	Reviewed Mitigation Strategies.	Planner compiled notes from mitigation strategies brainstorm meeting and worksheets
2014	Jan 14	Mitigation Planning Team Meeting – Mitigation Strategies Part II	Brainstorming meeting to begin identifying possible mitigation strategies. Hazards discussed were earthquake, pandemic, dams, canals, and drought.
	Feb-Mar	Mitigation Strategies Draft, Update Wildfire Risk Assessment.	Planner compiled notes from mitigation strategies brainstorm sessions, continued revision of Risk Assessment as new data became available for Wildfire.
	Apr-June	Mitigation Strategies Review	Create timeline to meet Grant requirements. Complete all elements of Plan.
	June	Review Best Practices SOG for Mitigation	Find a better system for Mitigation planning. Permission to use Salt Lake County's Mitigation SOG
	July 1	Review Progress with EM staff	Prepare Plan for submission to state and FEMA review boards

Year	Date	Activity	Purpose
	July 14	Mitigation Planning Team Prioritization Workshop	Planning Team reviews final mitigation strategies to assign responsibility, estimate costs, and define priority
	August 8	Emergency Managers Meeting HMP explanation and scheduling	Have each individual Jurisdiction complete their plan.
	September 8-24	Emergency Managers Meeting HMP scheduling	Continue one-on-one meetings with each Jurisdiction to complete plan
	October 7	Submit final plan from each Jurisdiction	Salt Lake County to review Jurisdiction plans and assemble entire County HMP
	October 15	Submit Mitigation Plan to State	State Submission requirement prior to FEMA submission
	November 1	State returns Mitigation Plan for submission to FEMA	Submit Final Plan to FEMA for approval
	November 15	FEMA returns plan for	Correct deficiencies
	November 20	Submit Final Plan to FEMA	Plan complete

Table 3-8 Planning Process Timeline

3.3.1 Other Agencies involved in the planning process

As shown in the calendar and in the list below there was ample opportunity for participation in the plan by neighboring communities, agencies who specialize in hazard mitigation, and agencies that are involved with new development in Holladay.

Team Support

- Kevin Barjenbruch, National Weather Service
- Justin Stoker, Jordan River Commission
- Steve Bowman, Utah Geological Survey
- Greg McDonald, Utah Geological Survey
- Tyre Holfeltz, FFSL
- Jeff King, Jordan Valley Water Conservancy District
- Steve Bowman, Utah Geological Survey
- Jessica Castleton, Utah Geological Survey
- Tyre Holfeltz, Utah Forestry, Fire and State Lands
- Riley Pilgrim, Unified Fire Authority
- Dave Marble, Utah Division of Dam Safety

Brad Bartholomew, Utah Division of Emergency Management
Katie LeLaCheur, Utah DEM
Eric Martineau, Utah DEM
Amisha Lester, Utah DEM
John Crofts, Utah DEM
Julie Baxter, FEMA Region VIII
Shelby Hudson, FEMA Region VIII
Sean McNabb, FEMA Region VIII

3.4 Multi-Jurisdictional Planning

Holladay City has been in contact with Salt Lake County and representatives from the county attended the meeting that was held on September 8, 2014 with key members of Holladay City. The City's designated Emergency Manager has attended the monthly Salt Lake County Emergency Manager's meetings where information has been dispersed regarding the Mitigation Planning Process. Some of the information from Salt Lake County's plan has been included in this plan.

3.5 Incorporation of existing plans and technical information

The Holladay plan relied heavily on technical information provided by the County and the Federal government in working on hazards to mitigate. The Flood Map and Risk Map processes were used extensively to document areas at risk. The Holladay Building department and code enforcement departments have incorporated this data into codes to insure that new development is not placed in areas with unacceptable hazard potential.

3.6 Plan review, Evaluation, and Implementation

- The plan was revised to reflect changes in development since the 2009 Wasatch Front Plan
- The mitigation strategies have changed as those of 2009 have been accomplished.

2009 Strategies:

Problem Identification: National statistics show that overtopping due to inadequate spillway design, debris blockage of spillways, or settlement of the dam crest account for 34% of all dam failures. Foundation defects, including settlement and slope instability, account for 30% of all failures. Piping and seepage cause 20% of national dam failures. This includes internal erosion caused by seepage, seepage and erosion along hydraulic structures, leakage through animal burrows, and cracks in the dam. The remaining 16% of failures are caused by other means.

Goal #1 Include dam failure inundation in future County planning efforts.

Objective 1.1: Priority MEDIUM, Review current State Dam Safety information on all identified high hazard dams in the County.

Action: Include dam inundation maps in current County and City and Special Service District EOPs.

Status: Accomplished for the County EOP

Hazard: Drought

Problem Identification: Salt Lake County is currently in the fifth year of drought conditions. Measures must be taken to conserve and address water shortages for both culinary and agricultural use.

Goal 1: Reduce hardships associated with water shortages.

Objective 1.1: Priority HIGH, Limit unnecessary consumption of water throughout the County.

Action: Continue to encourage water conservation utilizing and promoting Jordan Valley Water Conservation outreach material with each City in the County.

Status: Accomplished with "Slow the Flow" program

Objective 2.1: Priority HIGH, Study the areas and determine which fire resistant natural vegetation can be used in these areas of concern.

Action: Develop outreach document specific to fire resistant natural vegetation.

Status: Accomplished with "Firewise" project

Hazard: Earthquake

Objective 1.1: Priority HIGH Ensure adequate coordination of disaster response and recovery activities.

Action: Assess EOC's (countywide).

Status: Ongoing. The City is participating in all County earthquake exercises

Hazard: Flooding

Problem Identification: Although located in a semi-arid region, Salt Lake City is subject to cloudburst and snowmelt floods.

Goal 1: Protection of life and property before, during, and after a flooding event.

Objective 1.1: Priority MEDIUM, Encourage 100% participation in the National Flood Insurance Program

Status: Accomplished. Holladay now participates in the NFIP

Objective 1.2: Priority MEDIUM Provide current FIRMs for emergency planners.

Action: Update & digitize floodplain maps.

Status: Accomplished: Floodplain maps have been digitized and have been completely updated.

Hazard: Landslide

Problem Identification: Slope instability has not been a major problem in the Salt Lake area, but as development moves higher into the foothills and nearby canyons slope stability is becoming a major issue affecting future development.

Goal 1: Reduce or eliminate the threat of landslide damage.

Objective 1.1: Priority MEDIUM, Reduce the threat of landslides/debris flow following wild fires.

Action: Develop protocol for working with State and Federal agencies in developing impact of post fire debris flow hazard.

Status: Accomplished with "Firewise" project.

Hazard: Severe Weather

Problem identification: The potential for severe weather is a reality in the City of Holladay and the surrounding region. These weather events are not isolated to any climatic season, but rather can occur at any time during the year. During the spring and summer months, heavy rains can fall upon soils in a desert climate that may not readily percolate creating surface runoff, debris flow, mud slides, flooding, and other water-related damage. During the winter months, heavy snowfall is possible. At any time of the year strong winds are possible.

Winter weather systems and snowstorms over northern Utah can have a dramatic effect on regional commerce, transportation, and daily activity and are a major forecast challenge for

local meteorologists. Snowfall is particularly influenced by the Great Salt Lake, which can produce localized snow bands or lake effect accumulations several times each winter

The City will continue to identify new methods to minimize the impact of winter storms, but it is not prepared for all winter storms events.

Hazard: Wildfire

Problem Identification: Utah's typical fire season is the dry period from May through October. Lightning causes the largest numbers of wildfires. In 1990 Salt Lake County created a wildland program shortly after a wildland fire threatened Emigration Canyon, a major urban interface area at the county's eastern boundaries.

Goal 1: Wildfire community education.

Objective 1.1: Priority HIGH, Reduce overall risk from wild fire through education programs.

Action: Public awareness through "Fire Wise" programs.

Status: Accomplished through "Firewise" project.

- The mitigation plans have been revised based on growth in the city and changing priorities and problems since 2009.

4.1 Historical Hazard Events

The following are recent hazard events that have impacted Holladay City:

- Some Spring Flooding along Big Cottonwood Creek 2011

4.2 Hazard Analysis

Please refer to the County HMP Plan for a general description of hazards that affect Holladay.

The following hazards ARE expected to occur sometime in the future:

- Earthquake
- Flood
- Infestation
- Pandemic
- Radon
- Severe weather

- Wildfire

	Avalanche	Dam Failure	Drought	Earthquake	Flood	Infestation	Landslide	Pandemic	Problem Soils	Radon	Severe Weather	Wildfire
Holladay	Low	Low	Mod	Low	Mod	Low	Mod	Low	Low	Low	Low	Mod

4.2 – Development Audit

Comprehensive Plan	Yes	No
Land Use	Yes	No
1. Does the future land-use map clearly identify natural hazard areas?	X	
2. Do the land-use policies discourage development or redevelopment within natural hazard areas?	X	
3. Does the plan provide adequate space for expected future growth in areas located outside natural hazard areas?	X	
Transportation	Yes	No
1. Does the transportation plan limit access to hazard areas?	X	
2. Is transportation policy used to guide growth to safe locations?		X
Holladay does not have large areas of undeveloped property		
3. Are movement systems designed to function under disaster conditions (e.g., evacuation)?	X	
Environmental Management	Yes	No
1. Are environmental systems that protect development from hazards identified and mapped?		X
Holladay does not have undeveloped areas that have hazards		

Comprehensive Plan	Yes	No
2. Do environmental policies maintain and restore protective ecosystems?		
3. Do environmental policies provide incentives to development that is located outside protective ecosystems?	X	
Public Safety	Yes	No
1. Are the goals and policies of the comprehensive plan related to those of the FEMA Local Hazard Mitigation Plan?	X	
2. Is safety explicitly included in the plan's growth and development policies?	X	
3. Does the monitoring and implementation section of the plan cover safe growth objectives?	X	

Zoning Ordinance	Yes	No
1. Does the zoning ordinance conform to the comprehensive plan in terms of discouraging development or redevelopment within natural hazard areas?	X	
2. Does the ordinance contain natural hazard overlay zones that set conditions for land use within such zones?	X	
3. Do rezoning procedures recognize natural hazard areas as limits on zoning changes that allow greater intensity or density of use?	X	
4. Does the ordinance prohibit development within, or filling of, wetlands, floodways, and floodplains?	X	
Subdivision Regulations	Yes	No
1. Do the subdivision regulations restrict the subdivision of land within or adjacent to natural hazard areas?		
	X	
2. Do the regulations provide for conservation subdivisions or cluster subdivisions in order to conserve environmental resources?	X	
3. Do the regulations allow density transfers where hazard areas exist?		X
Holladay does not have these areas in the city		
Capital Improvement Program and Infrastructure Policies	Yes	No
1. Does the capital improvement program limit expenditures on projects that would encourage development in areas vulnerable to natural hazards?	X	
2. Do infrastructure policies limit extension of existing facilities and services that would encourage development in areas vulnerable to natural hazards?	X	
3. Does the capital improvement program provide funding for hazard mitigation projects identified in the FEMA Mitigation Plan?		X
The City does not currently have any capital improvement programs for FEMA Mitigation identified projects		
Other	Yes	No
1. Do small area or corridor plans recognize the need to avoid or mitigation natural hazards?	X	
2. Does the building code contain provisions to strengthen or elevate construction to withstand hazard forces?	X	

Zoning Ordinance	Yes	No
3. Do economic development or redevelopment strategies include provisions for mitigation natural hazards?		X
The City does not have any projects		
4. Is there an adopted evacuation and shelter plan to deal with emergencies from natural hazards?	X	

4.3 – National Flood Insurance Program (NFIP)

NFIP TOPIC	SOURCE OF INFORMATION	COMMENTS
Insurance Summary		
How many NFIP policies are in the community? What is the total premium and coverage?	State NFIP Coordinator or FEMA NFIP Specialist	Do not know
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	FEMA NFIP or Insurance Specialist	None
How many structures are exposed to flood risk within the community?	Community Floodplain Administrator	Do not have an administrator so this information is not available
Describe any areas of flood risk with limited NFIP policy coverage	Community FPA and FEMA Insurance Specialist	Do not have the information
Staff Resources		
Does the community have a dedicated Floodplain Manager or NFIP Coordinator?	Floodplain Administrator	Use Salt Lake County for this
Is the Floodplain Manager or NFIP Coordinator certified?		Use Salt Lake County for this
Is floodplain management an auxiliary function?	Floodplain Administrator	Use Salt Lake County for this
Provide an explanation of NFIP administration services (e.g., permit review, GIS, education or outreach, inspections, engineering capability)	Floodplain Administrator	Use Salt Lake County for this
What are the barriers to running an effective NFIP program in the community, if any?	Floodplain Administrator	Use Salt Lake County for this
Compliance History		
Is the community in good standing with the NFIP?	State NFIP Coordinator, FEMA NFIP Specialist, community records	See Salt Lake County for this information
Are there any outstanding compliance issues (i.e., current violations)?		See Salt Lake County for this information
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?		See Salt Lake County for this information
Is a CAV or CAC scheduled or needed?		See Salt Lake County for this information

NFIP TOPIC	SOURCE OF INFORMATION	COMMENTS
Regulation		
When did the community enter the NFIP?	Community Status Book http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-status-book	See Salt Lake County for this information
Are the FIRMs digital or paper?	Floodplain Administrator	See Salt Lake County for this information
Does the Floodplain Ordinance meet or exceed FEMA or State minimum requirements? If so, in what ways?	Floodplain Administrator	See Salt Lake County for this information
Provide an explanation of the permitting process and include a copy of floodplain permit.	Community FPA, State, FEMA NFIP Flood Insurance Manual http://www.fema.gov/flood-insurance-manual Community FPA, FEMA CRS Coordinator, ISO representative CRS manual http://www.fema.gov/library/viewRecord.do?id=2434	See Salt Lake County for this information
Community Rating System (CRS)		
Does the community participate in CRS?	Community FPA, State, FEMA NFIP	See Salt Lake County for this information
What is the community's CRS Class Ranking?	Flood Insurance Manual http://www.fema.gov/flood-insurance-manual	See Salt Lake County for this information
What categories and activities provide CRS points and how can the class be improved?		See Salt Lake County for this information
Does the plan include CRS planning requirements	Community FPA, FEMA CRS Coordinator, ISO representative CRS manual http://www.fema.gov/library/viewRecord.do?id=2434	See Salt Lake County for this information

5 Vulnerability Assessment

This vulnerability assessment analyzes the population, property, and other assets at risk to hazards.

5.1 Assets at Risk

This section considers Holladay's assets at risk, including values at risk, critical facilities and infrastructure, economic assets, and growth and development trends.

Values at Risk

Table D.4. shows 2014 assessed property data from the State of Utah for Holladay City and includes data for the portions of Holladay in Salt Lake County.

Holladay City	Real Property Value	Personal Property Value	Central Assessed Value	Total
<i>Salt Lake County Portion of Holladay</i>	\$6,572,233,860	\$388,886,397	\$205,049,650	\$7,166,169,907

Table D.4. Assessed Property Value Data for Holladay City

Critical Facilities and Infrastructure

A critical facility may be defined as one that is essential in providing utility or direction either during the response to an emergency or during the recovery operation. Essential facilities are those that if damaged would have devastating impacts on disaster response and recovery. High potential loss facilities are those that would have a high loss or impact on the community. Transportation and lifeline facilities are the third category.

Essential Facilities

Figure D.12 shows essential facilities that are located within Holladay.

Name of Facility	Address	City
Holladay Fire Station 104	2210 East Murray-Holladay Road	Holladay
Holladay City Hall, EOC, and Police Dept.	4580 South 1300 East	Holladay
Olympus High School and Police Dept.)	4055 South 2300 East	Holladay
Olympus Jr. High School	2217 East Murray-Holladay Road	Holladay
Bonneville Jr. High School	5330 South 1600 East	Holladay
Cottonwood Elementary School	5205 South Holladay Blvd.	Holladay
Crestview Elementary School	2100 East Lincoln Lane	Holladay
Howard Driggs Elementary School	4340 South 2700 East	Holladay
Oakwood Elementary School	5815 South Highland Drive	Holladay
Spring Lane Elementary School	5315 South 1700 East	Holladay
St Vincent De Paul School	1385 East Spring Lane	Holladay
St Sophia Hellenic Orthodox School	5341 South Highland Drive	Holladay
Intermountain Christen Church & School	6515 South Lion Lane	Holladay

Figure D.12. Essential Facilities Holladay City

High Potential Loss Facilities

High potential loss facilities as identified by FEMA HAZUS-MH are located throughout Holladay. Holladay works closely other government entities and private property owners in monitoring and assessing facilities that fall into this category that are not owned by the City.

Transportation and Lifeline Facilities

Transportation and lifeline facilities are located within the boundaries of Holladay. I-215 is the major freeway thoroughfare through City of Holladay. I-15 is another major freeway that runs north to south through the Salt Lake Valley and the State of Utah. There are major freight and a passenger rail lines that goes through Salt Lake valley that are used by the Union Pacific Railroad and the Utah Transit Authority. There are two major high pressure gas lines operated by Questar Gas Company that are located on the west and east sides of the City. The Salt Lake Aqueduct also reside in the City and is operated by the Metropolitan Water District.

5.1.1- Hazard Descriptions Summary

Hazard	Location (Geographic Area Affected)	Maximum Probable Extent (Magnitude/Strength)	Probability of Future Events	Overall Significance Ranking
Avalanche	N/A			
Dam Failure	N/A			
Drought	N/A			
Earthquake	The complete City	7.5	high	See Salt Lake County plan
Erosion	N/A			
Expansive Soils	N/A			
Extreme Cold	N/A			
Extreme Heat	N/A			
Flood	Along Big Cottonwood Creek	Low	Low	See Salt Lake County plan
Hail	The City	Low	Low	See Salt Lake County plan
Hurricane Wind	The City	Low	Low	See Salt Lake County plan
Landslide	N/A			
Lightning	The City	Low	Low	See Salt Lake

				County plan	
Sea Level Rise	N/A				
Severe Weather	Winter	The City	Medium	Medium	See Salt Lake County plan
Storm Surge	N/A				
Subsidence	N/A				
Tornado	N/A				
Tsunami	N/A				
Wildfire	East edge of City	Low	Low	See Salt Lake County plan	

Definitions for Classifications

Location (Geographic Area Affected)

- **Negligible:** Less than 10 percent of planning area or isolated single-point occurrences
- **Limited:** 10 to 25 percent of the planning area or limited single-point occurrences
- **Significant:** 25 to 75 percent of planning area or frequent single-point occurrences
- **Extensive:** 75 to 100 percent of planning area or consistent single-point occurrences

Maximum Probable Extent (Magnitude/Strength based on historic events or future probability data)

- **Weak:** Limited classification on scientific scale, slow speed of onset or short duration of event, resulting in little to no damage
- **Moderate:** Moderate classification on scientific scale, moderate speed of onset or moderate duration of event, resulting in some damage and loss of services for days
- **Severe:** Severe classification on scientific scale, fast speed of onset or long duration of event, resulting in devastating damage and loss of services for weeks or months
- **Extreme:** Extreme classification on scientific scale, immediate onset or extended duration of event, resulting in catastrophic damage and uninhabitable conditions

Hazard	Scale / Consideration	Limited	Moderate	Severe	Extreme
Drought	Palmer Drought Severity Index ¹	-1.99 to +1.99	-2.00 to -2.99	-3.00 to -3.99	-4.00 and below
Earthquake	Modified Mercalli Scale ²	I to IV	V to VII	VII	IX to XII
	Richter Magnitude ³	2, 3	4, 5	6	7, 8

¹ Cumulative meteorological drought and wet conditions: <http://ncdc.noaa.gov/>

² Earthquake intensity and effect on population and structures: <http://earthquake.usgs.gov>

³ Earthquake magnitude as a logarithmic scale, measured by a seismograph: <http://earthquake.usgs.gov>

Hurricane Wind/ Storm Surge	Saffir-Simpson Hurricane Wind Scale ⁴	1	2	3	4, 5
Tornado	Fujita Tornado Damage Scale ⁵	F0	F1, F2	F3	F4, F5

Probability of Future Events

- **Unlikely:** Less than 1 percent probability of occurrence in the next year, or has a recurrence interval of greater than every 100 years.
- **Occasional:** Between a 1 and 10 percent probability of occurrence in the next year, or has a recurrence interval of 11 to 100 years.
- **Likely:** Between 10 and 90 percent probability of occurrence in the next year, or has a recurrence interval of 1 to 10 years
- **Highly Likely:** Between 90 and 100 percent probability of occurrence in the next year, or has a recurrence interval of less than 1 year.

Overall Significance

- **Low:** Two or more of the criteria fall in the lower classifications or the event has a minimal impact on the planning area. This rating is sometimes used for hazards with a minimal or unknown record of occurrences and impacts or for hazards with minimal mitigation potential.
- **Medium:** The criteria fall mostly in the middle ranges of classifications and the event’s impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.
- **High:** The criteria consistently fall in the high classifications and the event is likely/highly likely to occur with severe strength over a significant to extensive portion of the planning area.

5.1.2 – Goals to reduce long-term vulnerabilities

The following plan goals and objectives of the Mitigation plan were maintained from the WFRC plan. These include reducing the risk from natural hazards in Salt Lake County through coordinating with all local governments to develop a countywide planning process. They are shown from highest to lowest priority.

1. Protect life safety.
2. Eliminate and/or reduce property damage.
3. Promote public awareness through education about community hazards and mitigation measures.
4. Protect emergency response services and capabilities, critical infrastructure, critical facilities, communication and warning systems, mobile resources, and other lifelines.
5. Ensure government continuity
6. Protect the cultural fabric of the community, including cultural resources, developed property, homes, businesses, industry, education and other institutions.
7. Combine hazard loss reduction efforts with other environmental, social and economic needs of the community.

⁴ Hurricane rating based on sustained wind speed: <http://nhc.noaa.gov>

⁵ Tornado rating based on wind speed and associated damage: <http://spc.noaa.gov>

8. Preserve and/or restore natural features, natural resources and the environment.
9. Eliminate or reduce long-term risk to human life and property.
10. Aid private and public sectors in understanding the risks they may be exposed to and identify mitigation strategies to reduce those risks.
11. Avoid risk of exposure to natural and technological hazards.
12. Minimize the impacts of risks that cannot be avoided.
13. Mitigate the impacts of damage as a result of identified hazards.
14. Accomplish mitigation strategies in such a way that negative environmental impacts are minimized.
15. Provide a basis for prioritizing and funding mitigation projects.
16. Establish a countywide platform to enable the community to take advantage of shared goals and resources.

Objectives

The following objectives are meant to serve as a measure upon which individual hazard mitigation strategies can be evaluated. These objectives become especially important when two or more projects are competing for limited resources.

1. Address a repetitive problem, or one that has the potential to have a major impact on an area or population.
2. Identify persons, agencies or organizations responsible for implementation.
3. Identify a time frame for implementation.
4. Explain how the project will be financed including the conditions for financing and implementation (as information is available).
5. Identify alternative measures, should financing not be available.
6. Be consistent with, support, and help implement the goals and objectives of hazard mitigation plans already in place.
7. Significantly reduce potential damages to public and/or private property and/or reduce the cost of state and federal recovery for future disasters.
8. Are practical, cost-effective and environmentally and politically sound after consideration of the options.
9. Can meet applicable permit requirements.
10. Benefits should outweigh the costs.
11. Have manageable maintenance and modification costs.
12. Accomplish multiple objectives when possible.
13. Should be implemented using existing resources, agencies and programs when possible.

5.2 Previous Occurrences of Hazardous Events

In the history of the area covered by the City of Holladay there has been only one Hazardous Event. In 1983 the Big Cottonwood Creek flooded in the area of 6200 South and Holladay Blvd. There were no loss of life. There was the loss of one home and a few were flooded. The property where the home was lost is now a city park and the banks of the creek have been built up to help mitigate future property damage.

5.3 Regulatory Mitigation Capabilities

Table D.5. Lists regulatory mitigation capabilities, including planning and land management tools.

Planning and Regulatory

Plans	Yes/No Year	Does the plan address hazards? Does the plan identify projects to include in the mitigation strategy? Can the plan be used to implement mitigation actions?
Comprehensive/Master Plan	Yes	Yes
Capital Improvements Plan	Yes	The capital improvements plan does address hazards
Economic Development Plan	Yes	There is very little much room for development in the city and what is available is not in a Hazard area
Local Emergency Operations Plan	Yes	Yes see Salt Lake County EOP
Continuity of Operations Plan	Yes	Yes
Transportation Plan	Yes	See Salt Lake County EOP
Storm water Management Plan	Yes	This is ongoing and changes with development and redevelopment
Community Wildfire Protection Plan	Yes	See Salt Lake County EOP

Other special plans (i.e., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	Yes	The City is working on a disaster recovery plan
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Building Code, Permitting, and Inspections	Yes/No	Are codes adequately enforced?
Building Code	Yes	Version/Year: ongoing as state codes are updated
Building Code Effectiveness Grading Schedule (BCEGS) Score	Yes	Score:
Fire department ISO rating	Yes	Rating: See Salt Lake County Unified Fire Authority
Site plan review requirements	Yes	Yes
Land Use Planning and Ordinances	Yes/No	Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?
Zoning ordinance	Yes	Yes
Subdivision ordinance	Yes	Yes
Floodplain ordinance	Yes	Yes
Natural hazard specific ordinance (storm water, steep slope, wildfire)	Yes	Yes
Flood insurance rate maps	Yes	See Salt Lake County maps
Acquisition of land for open space and public recreation uses	Yes	Yes
Other	No	
How can these capabilities be expanded and improved to reduce risk?		
The continual review and update of codes, and strict enforcement to insure the least risk possible.		

Administrative and Technical

Administration	Yes/No	Describe capability Is coordination effective?
Planning Commission	Yes	All new or redevelopment is reviewed by the commission
Mitigation Planning Committee	No	This would be done by the planning committee and City Council
Maintenance programs to reduce risk, e.g., tree trimming, clearing drainage systems	Yes	This is done by Salt Lake County and Salt Lake City for our water ways
Mutual aid agreements	Yes	
Staff	Yes/No FT/PT ⁶	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?
Chief Building Official	Yes	Yes
Floodplain Administrator	No	This is done by the Community Development Department
Emergency Manager	Yes	Yes
Community Planner	Yes	Yes
Civil Engineer	Yes	Yes
GIS Coordinator	Yes	Yes
Other	Yes	Salt Lake County provides other types of support

⁶ Full-time (FT) or part-time (PT) position

Technical	Yes/No	Describe capability Has capability been used to assess/mitigate risk in the past?
Warning systems/services (Reverse 911, outdoor warning signals)	Yes	This is covered by Salt Lake Valley Emergency Communication a shared service for Salt Lake County
Hazard data and information	Yes	See Salt Lake County's plan
Grant writing	Yes	The City has a grant writer
Hazard analysis	Yes	See Salt Lake County's plan
Other	Yes	See Salt Lake County's plan
How can these capabilities be expanded and improved to reduce risk?		
Public education and training of hazards in the City and code enforcement the hazard can be mitigated to the extent it is possible.		

Financial

Funding Resource	Access/ Eligibility (Yes/No)	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital improvements project funding	No	
Authority to levy taxes for specific purposes	No	
Fees for water, sewer, gas, or electric services	N/A	
Impact fees for new development	Yes	They have not been used in the past but could be uses in the future
Storm water utility fee	No	
Incur debt through general obligation bonds and/or special tax bonds	Yes	Purchase of public buildings and could be used for mitigation in the future
Incur debt through private activities	No	
Community Development Block Grant	Yes	
Other federal funding programs	Yes	
State funding programs	Yes	
Other		
How can these capabilities be expanded and improved to reduce risk?		
As the economy improves in the City more money will become available to complete more projects		

Education and Outreach

Program/Organization	Yes/No	Describe program/organization and how relates to disaster resilience and mitigation? Could the program/organization help implement future mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes	Citizen Corps Council and CERT Training. This program could help for mitigation activities
Ongoing public education or information program, e.g., responsible water use, fire safety, household preparedness, environmental education.	Yes	This is done by way of City news paper
Natural disaster or safety related school programs	Yes	This is done through Granite School District and could be used for mitigation activities
StormReady certification	No	
Firewise Communities certification	No	
Public-private partnership initiatives addressing disaster-related issues	No	
Other		
How can these capabilities be expanded and improved to reduce risk?		
Create citizens committee to develop and administer educational programs to help the public become aware of activities they can perform to medicate potential hazards in the City.		

5.4 Mitigation Prioritization

Mitigation plans will be prioritized based on several factors:

- Availability of Funds
- Implementation ability with ongoing projects
- Benefit – Cost ratio
- Public input

- Other miscellaneous information that when it becomes available will make certain mitigation plans a high priority.

6 Mitigation Strategy

6.1 Mitigation Actions

The planning team for the City has identified the following mitigation areas based on the risk assessment. The potential natural hazards identified by the City are earthquake, flood, infestation, pandemic, radon, severe weather and wildfire. These potential natural hazards are addressed by these mitigation actions. Additional mitigation actions may be added in the future as needed. Background information and information on how each action will be implemented and administered such ideas for implementation, responsibility, potential funding, estimated cost, and timeline are also included.

6.1– Mitigation Action Evaluation and Prioritization

- 1= Highly effective or feasible
- 0=Neutral
- -1=Ineffective or not feasible

Example Evaluation Criteria

1. **Life Safety** – How effective will the action be at protecting lives and preventing injuries?
2. **Property Protection** – How significant will the action be at eliminating or reducing damage to structures and infrastructure?
3. **Technical** – Is the mitigation action technically feasible? Is it a long-term solution? Eliminate actions that, from a technical standpoint, will not meet the goals.
4. **Political** – Is there overall public support for the mitigation action? Is there the political will to support it?
5. **Legal** – Does the community have the authority to implement the action?
6. **Environmental** – What are the potential environmental impacts of the action? Will it comply with environmental regulations?
7. **Social** – Will the proposed action adversely affect one segment of the population? Will the action disrupt established neighborhoods, break up voting districts, or cause the relocation of lower income people?
8. **Administrative** – Does the community have the personnel and administrative capabilities to implement the action and maintain it or will outside help be necessary?

9. **Local Champion** – Is there a strong advocate for the action or project among local departments and agencies that will support the action’s implementation?
10. **Other Community Objectives** – Does the action advance other community objectives, such as capital improvements, economic development, environmental quality, or open space preservation? Does it support the policies of the comprehensive plan?

6.1.1. Earthquake

6.1.1.1

Continue to support and take part in annual Utah Shakeout exercises to promote earthquake awareness.

Background/Issue: The City continues to enforce building codes on new construction and encourages upgrades on all remodels. The City participates in the annual Utah Shakeout activities. This event promotes earthquake awareness for the residents, businesses community and City employees. The Shakeout allows the City to practice setting up its Emergency Operation Center and its process of communicating with neighborhoods and business throughout the City. The community volunteers are encouraged to practice C.E.R.T. skills and amateur radio license operators are asked to set nets to practice their skills.

Other Alternatives: No Action

Responsible Office: Emergency Manager, Emergency Manage Committee, Police Department, Fire Department, Citizen Corps.

Priority: 1

Cost Estimate: \$2,000 annually

Potential Funding: City budget

Benefits (avoided Losses): This will help to prevent the loss of human life and property losses when a major earthquake occurs.

Schedule: Ongoing

6.1.1.2

Continue to enforce building codes, development of new codes and zoning ordinances as needed or state codes are updated.

Issue/Background: The City requires that construction complies with the adopted building codes and the zoning and development ordinances adopted by the City. Potential natural hazards covered by this mitigation action is earthquake.

Other Alternatives: No action

Responsible Office: City of Holladay Community Development Department.

Priority: 1

Cost Estimate: Developer-base funding under specific plan requirements.

Potential Funding: Developer-base funding under specific plan requirements.

Benefits (Avoided Losses): This will prevent the loss of human life and economic and property losses

Schedule: Now and long term

6.1.1.3

Continue to execute training and exercise programs

Issue/Background: The City of Holladay regularly administers training and participates in exercises. These events provide participants with opportunities to learn of duties and practices that would be used during a real life major emergency or disaster situation. Coordination of operations will be exercised and allow Holladay Emergency Management to identify the areas of higher and lower performance and how to best improve their efforts.

Other Alternatives: No action

Responsible Office: Emergency Management Committee

Priority: 1

Cost Estimate: Less than \$1,000 annually

Potential Funding: City budget

Benefits (Avoided Losses): This will help prevent the loss of human life and property losses

Schedule: Ongoing

6.1.1.4

Educate residents and business through public information and events

Issue/Background: The City of Holladay takes great care to get the appropriate information out to the residents and businesses in the community. Through news media and the City web site information on preparedness is distributed. The City also encourages the community to attend one or more of the many emergency preparedness fairs that are held in the valley.

Other Alternatives: No action

Responsible Office: Emergency Management Committee and Citizen Corps Council

Priority: 0 (because of budget constraints)

Cost Estimate: Less than \$1,000 annually

Potential Funding: City budget

Benefits (Avoided Losses): This will help prevent the loss of human life and economic and property losses.

Schedule: Ongoing.

- **6.2.1. Flooding**

- **6.2.1.1**

- Continue to work Salt Lake County Flood Control.
- **Background/Issue:** The City contracts with Salt Lake County Public Works for flood control. They are the responsible agency for the maintenance of the Big Cottonwood Creek and Salt Lake City Department of Public Utilities is responsible for the maintenance of the Salt Lake Jordan canal. The City is responsible for the maintenance of Upper Canal. The City has staff that maintains the canal. Salt Lake Public Works, under contract, works with other potential flooding from heavy rain storms in the City
- **Other Alternatives:** No Action
- **Responsible Office:** City of Holladay, Salt Lake County Public Works and Salt Lake City Department of Public Works
- **Priority:** 0
- Cost Estimate: \$10,000 annually
- **Potential Funding:** City budget
- **Benefits (avoided Losses):** This will help to prevent the loss of human life and property losses when a major or minor flooding occurs.
- **Schedule:** Ongoing

- **6.2.1.2**

- Continue to enforce building codes/water disposal codes
- **Issue/Background:** The City requires that construction complies with the adopted building codes and the zoning and development ordinances adopted by the City. Potential natural hazards covered by this mitigation action is flooding.
- **Other Alternatives:** No action
- **Responsible Office:** City of Holladay Community Development Department.
- *Priority:* 1
- **Cost Estimate:** Developer-base funding under specific plan requirements.
- **Potential Funding:** Developer-base funding under specific plan requirements.
- **Benefits (Avoided Losses):** This will prevent the loss of human life and economic and property losses
- **Schedule:** Now and long term

- **6.2.1.3**
- Continue enforce development codes
- **Issue/Background:** The City of Holladay regularly reviews potential flooding hazards
- **Other Alternatives:** No action
- Responsible Office: Community Development Department
- **Priority:** 1
- **Cost Estimate:** Less than \$1,000 annually
- **Potential Funding:** City budget
- **Benefits (Avoided Losses):** This will help prevent the loss of human life and property losses
- **Schedule:** Ongoing

- **6.2.1.4**
- Educate residents and business through public information

- **Issue/Background:** The City of Holladay takes great care to get the appropriate information out to the residents and businesses in the community. Through news media and the City web site information.
- **Other Alternatives:** No action
- **Responsible Office:** Community Development Department
- **Priority:** 0 (because of budget constraints)
- **Cost Estimate:** Less than \$1,000 annually
- **Potential Funding:** City budget
- **Benefits (Avoided Losses):** This will help prevent the loss of human life and economic and property losses.
- **Schedule:** Ongoing.

- **6.3.1. Infestation**

- **6.3.1.1**
- Infestation is covered in the Salt Lake County plan for the City of Holladay See Salt Lake County's plan for details

- **6.4.1. Pandemic**

- **6.5.1.1**
- Pandemic is covered by the Salt Lake Valley Health Department’s plan. See Salt Lake County Health Department plan for details

- **6.6.1. Wildfire**
-
- **6.6.1.1**
- Wildfire is covered by the Salt Lake County Unified Fire Authority. See Salt Lake County’ plan for details

- **6.7.1. Severe Weather**
-
- **6.7.1.1**
- Severe Weather is covered by Salt Lake County Public Works department. See the County’s plan. The City contracts with Salt Lake County Public Works Department for all snow removal, road repair which would include debris removal, and other types of construction and repair work. Utility lines would be repaired by the utility company.

7 Plan Implementation & Maintenance

7.1 Implementation

Mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and development. The City of Holladay will utilize the information in the Hazards Mitigation Plan to prepare for future events and plan accordingly. The mitigation strategies will be incorporated into other plans such as development, police and fire requirements, and city policies and agreements. It is essential that the public be involved in this process in every aspect.

7.2 Maintenance Schedule

Periodic monitoring and updates of this Plan is required to ensure that the goals and objectives for the City are kept current and that local mitigation strategies are being carried out. This Plan has been designed to be user-friendly in terms of maintenance and implementation. This portion of the Plan outlines the procedures for completing revisions and updates. The Plan will also be revised to reflect lessons learned or to address specific hazard incidents arising out of a disaster as needed.

7.2.1 Annual Review Procedures

The City of Holladay will be responsible to annually review the mitigation strategies described in this plan, as required by the Utah Division of Emergency Management (UDEM), or as situations dictate such as following a disaster declaration. The City's Emergency Management Committee will regularly monitor the plan and is responsible to make revisions and updates as needed.

7.2.2 Five Year Plan Review

The entire Mitigation Plan, including any background studies and analysis, shall be revised and updated as needed every five years by the City of Holladay to determine if there have been any significant changes in the city that would affect the Plan. Increased development, increased exposure to certain hazards, the development of new mitigation capabilities or techniques and changes to Federal or State legislation are examples of changes that may affect the condition of the Plan.

7.3 Hazard Mitigation Plan Amendments

The City of Holladay will amend and update its Hazard Mitigation Plan as needed.

7.4 Maintenance Evaluation Process

It will be the responsibility of the designated Emergency Manager, City Manager, Mayor and City Council Members to ensure these actions are carried out no later than the target dates unless reasonable circumstances prevent their implementation (i.e. lack of funding availability).

Funding Sources

Although all mitigation techniques will likely save money by avoiding losses, many projects are costly to implement. The City of Holladay shall continue to seek outside funding assistance for mitigation projects in both the pre-disaster and post-disaster environment, subject to budget constraints and available funding sources.

Federal Programs

The following federal grant programs have been identified as funding sources which specifically target hazard mitigation projects:

Title: Pre-Disaster Mitigation Programs

Agency: Federal Emergency Management Agency

Through the Disaster Mitigation Act of 2000, Congress approved the creation of a national program to provide a funding mechanism that is not dependent on a Presidential Disaster Declaration. The Pre-Disaster Mitigation (PDM) program provides funding to states and communities for cost-effective hazard mitigation activities that complement a comprehensive mitigation program and reduce injuries, loss of life, and damage and destruction of property.

The funding is based upon a 75% Federal share and 25% non-Federal share. The non-Federal match can be full in-kind or cash, or a combination. FEMA provides PDM grants to states that, in turn, can provide sub-grants to local governments for accomplishing the following eligible mitigation activities:

- State and local Natural Hazard Pre-Disaster Mitigation Planning
- Technical assistance (e.g. risk assessment, project development).

-
- Mitigation Projects
 - Acquisition or relocation of vulnerable properties
 - Hazard retrofits
 - Minor structural hazard control or protection projects
 - Community outreach and education (up to 10% of State allocation)

Title: Flood Mitigation Assistance Program
Agency: Federal Emergency Management Agency

FEMA's Flood Mitigation Assistance program (FMA) provides funding to assist states and communities in implementing measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes and other structures insurable under the National Flood Insurance Program (NFIP). FMA was created as part of the National Flood Insurance Reform Act of 1994 (42 USC 4101) with the goal of reducing or eliminating claims under the NFIP.

FMA is a pre-disaster grant program and is available to states on an annual basis. This funding is available for mitigation planning and implementation of mitigation measures only, and is based upon a 75% Federal share/25% non-Federal shares. States administer the FMA program and are responsible for selecting projects for funding from the applications submitted by all communities within the state. The state then forwards selected applications to FEMA for an eligibility determination. Although individuals cannot apply directly for FMA funds, their local government may submit an application on their behalf.

Title: Hazard Mitigation Grant Program
Agency: Federal Emergency Management Agency

The Hazard Mitigation Grant (HMGP) was created in November 1988 through Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The HMGP assists states and local communities in implementing long-term mitigation measures following a Presidential disaster declaration.

To meet these objectives, FEMA can fund up to 75% of the eligible costs of each project. The state or local cost-share match does not need to be cash; in-kind service or materials may also be used. With the passage of the Hazard Mitigation and Relocation Assistance Act of 1993, federal funding under the HMGP is now based on 15% of the federal funds spent on the Public and Individual Assistance programs (minus administrative expenses) for each disaster.

The HMGP can be used to fund projects to protect either public or private property, so long as the project in question fits within the state and local government overall mitigation strategy for the disaster area, and comply with program guidelines. Examples of projects

that may be funded to include the acquisition or relocation of structures from hazard-prone areas, the retrofitting of existing structures to protect them future damages; and the development of state or local standards designed to protect building from future damages.

Eligibility for funding under the HMGP is limited to state and local governments, certain private nonprofit organizations or institutions that serve a public function, Indian tribes and authorized tribal organizations. These organizations must apply for HMPG project funding on behalf of their citizens. In turn, applications must work through their state, since the state is responsible for setting priorities for funding and administering the program.

Title: Public Assistance (Infrastructure) Program, Section 406
Agency: Federal Emergency Management Agency

FEMA's Public Assistance Program, through Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Provides funding to local Governments following a Presidential Disaster Declaration for mitigation measures in conjunction with the repair of damaged public facilities and infrastructure.

The Mitigation measures must be related to eligible disaster related damages and must directly reduce the potential for future, similar disaster damages to the eligible facility. These opportunities usually present themselves during the repair/replacement efforts.

Public facilities are operated by state and local governments, Indian tribes or authorized tribal organizations and include:

- Roads, Bridges & culverts
- Draining & irrigation channels
- Schools, city halls & other buildings
- Water, power & sanitary systems
- Airports & parks

Private nonprofit organizations are groups that own or operate facilities that provide services otherwise performed by a government agency and include, but not limited to the following:

- Universities and other schools
- Hospitals & clinics
- Volunteer fire and ambulance
- Power cooperatives & other utilities
- Custodial care & community centers

Title: Small Business Administration (SBA) Disaster Assistance Program
Agency: U.S. SBA

The SBA Disaster Assistance Program provides low-interest loans to businesses following a Presidential disaster declaration. The loans target businesses to repair or replace uninsured disaster damages to property owned by business, including real estate, machinery and equipment, inventory and supplies. Business of any size are eligible, along with non-profit organizations. SBA loans can be utilized by their recipients to incorporate mitigation techniques into the repairs and restoration of their business

Title: Community Development Block Grants

Agency: US Department of Housing and Urban Development

The Community Development Block Grant (CDBG) program provides grants to local governments for community and economic development projects that primarily benefit low and moderate income people. The CDBG program also provides grants for post-disaster hazard mitigation and recovery following a Presidential disaster declaration.

Funds can be used for activities such as acquisition, rehabilitation or reconstruction of damaged properties and facilities and for the redevelopment of disaster areas.

State Programs

Local

Local governments depend upon local property taxes as their primary source of revenue. These taxes are typically used to finance services that must be available and delivered on a routine and regular basis to the general public. If local budgets allow, these funds are to match Federal or state grant programs when required for large-scale projects.

Non-Governmental

Another potential source of revenue for implementing local mitigation projects are monetary contributions from non-government organizations, such as private sector companies, churches, charities, community relief funds, the American Red Cross, Hospitals, land trusts and other non-profit organizations.

Paramount to having a Plan deemed to be valid is its implementation. There is currently no new fiscal note attached to the implementation of this plan.

7.5 Continued Public Involvement

Throughout the planning process, public involvement has been and will be critical to the development of the Hazard Mitigation Plan and its updates. The plan will also be available for review at the offices of the City.

Participation

All citizens of the City are encouraged to participate in the planning process, especially those who may reside within identified hazard areas. Adequate and timely notification to all area residents will be given as outlined above to all hearings, forums, and meetings.

Access to information

Citizens, public jurisdictions, agencies and other interested parties will have the opportunity to receive information and submit comments on any aspect of the Natural Hazards Pre-Disaster Mitigation Plan.

Technical Assistance

Residents as well as local jurisdictions may request assistance in accessing the program and interpretation of mitigation projects.

Public Hearings and Meetings Concerning the Plan

Hearings and meeting concerning the plan will be conveniently timed for people who might benefit most from mitigation programs. Hearings and meeting will be accessible to people with disabilities (accommodations must be requested in advance according to previously established policy). Hearings and meeting will be adequately publicized. Hearings and meetings may be held for a number of purposes or functions including to: Identify and profile hazards, develop mitigation strategies, and review plan goals, performance and future plans.

Future Revisions

Future revisions of the Hazard Mitigation Plan shall include:

- Expanded vulnerability assessments to include flood and dam failure inundation.
- Continue the search for more specific mitigation actions.
- An analysis of progress of the Plan as it is revised.
- Expanded look into how the identified natural hazards will affect certain populations including the young and elderly.

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning.

The plans will be implemented by the following process:

8 Hazard Mitigation Plan Adoption

It is the intent of the City of Holladay that this Hazard Mitigation Plan will be adopted by resolution once approved by the State of Utah and FEMA, which approval should be within five years of the previous Hazard Mitigation Plan's approval date. This process will be documented through the City of Holladay Recorder's office.

CITY OF HOLLADAY

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING SECTIONS 13.03.030 AND 13.10.050 OF THE CITY CODE OF THE CITY OF HOLLADAY RELATING TO SUBMISSION REQUIREMENTS FOR LAND USE APPLICATIONS

WHEREAS, the City Council of the City of Holladay has determined that it will promote the public welfare to revise provisions of the City's land use ordinances relating to submission requirements to clarify the materials needed to accompany land use applications; and

WHEREAS, the Planning Commission of the City of Holladay has recommended approval of the proposed ordinance amendments, after a duly noticed public hearing;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Holladay as follows:

Section 1. Amendment. Section 13.03.030 of the City of Holladay Municipal Code is hereby amended to read in its entirety as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Amendment. Section 13.10.050 of the City of Holladay Municipal Code is hereby amended to read in its entirety as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this 20th day of November, 2014.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace	Yea	___	Nay	___
J. James Palmer, Jr.	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 20th day of November, 2014.

RECORDED this 20th day of November, 2014.

CITY OF HOLLADAY

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY
APPROVING A FRANCHISE AGREEMENT WITH SYRINGA
NETWORKS, LLC, GOVERNING THE USE OF THE RIGHTS OF WAY
OF THE CITY OF HOLLADAY.**

WHEREAS, the City Council of the City of Holladay has been granted authority pursuant to Utah State Statutes to govern and regulate the use of public rights of way within the City boundaries; and

WHEREAS, Syringa Networks, LLC, (“Syringa”), desires to place telecommunications facilities within the public rights of way for the purpose of enhancing its business network and providing telecommunication services to be utilized by the general public;

WHEREAS, the Parties desire to enter into this Agreement to set forth their understandings and commitments;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay as follows:

Section 1. Franchise Agreement Approved. The City of Holladay hereby approves that certain Franchise Agreement with Syringa attached hereto as Exhibit A, and incorporated herein by reference. Mayor of the City of Holladay is hereby authorized to execute the Agreement on behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 20th day of November, 2014.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace	Yea	___	Nay	___
J. James Palmer, Jr.	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 20th day of November, 2014.

RECORDED this 20th day of November, 2014.